



Automation Products Group, Inc.

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Terms & Conditions

Acceptance

Acceptance of orders by Automation Products Group, Inc. (APG) is subject to credit approval and other terms that may be set by APG. Approved transactions shall be governed by the laws of the State of Utah, and parties agree to resolve all issues in the State of Utah. APG's terms and conditions shall prevail notwithstanding any variance with terms and conditions on any order submitted by purchaser. No other terms and conditions shall be binding upon APG, unless specifically agreed upon in writing by an authorized official of APG.

Warranty and Warranty Restrictions

APG warrants its products to be free from defects of material and workmanship and will, without charge, replace or repair any equipment found defective upon inspection at its factory, provided the equipment has been returned, transportation prepaid, within 18 months from date of shipment from factory

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation or warranty, express or implied, made by any sales representative, distributor, or other agent or representative of APG which is not specifically set forth herein shall be binding upon APG. APG shall not be liable for any incidental or consequential damages, losses or expenses directly or indirectly arising from the sale, handling, improper application or use of the goods or from any other cause relating thereto and APG's liability hereunder, in any case, is expressly limited to the repair or replacement (at APG's option) of goods.

Warranty is specifically at the factory. Any on site service will be provided at the sole expense of the Purchaser at standard field service rates.

All associated equipment must be protected by properly rated electronic/electrical protection devices. APG shall not be liable for any damage due to improper engineering

or installation by the purchaser or third parties. Proper installation, operation and maintenance of the product becomes the responsibility of the user upon receipt of the product.

Returns and allowances must be authorized by APG in advance. APG will assign a Return Material Authorization (RMA) number which must appear on all related papers and the outside of the shipping carton. All returns are subject to the final review by APG. Returns are subject to restocking charges as determined by APG's "Credit Return Policy".

Tooling, set-up, fitting-up drawings, design information and partial preparation charges, when invoiced, cover only part of the cost thereof to the COMPANY. The Customer does not acquire any right, title or interest in any tooling, set-up, fitting-up, drawing, design information, or invention resulting therefrom.

Force Majeure Clause

Fulfillment of any order is contingent upon the availability of materials. APG shall not be liable for any delay in delivery or for nondelivery in whole or in part caused by the occurrence of any contingency beyond the control of either APG or suppliers to APG including, but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake or acts of God, shortage of labor, fuel, raw material or machinery or technical failure where APG exercised ordinary care in the prevention thereof. If any contingency occurs, APG may allocate production and deliveries among APG's customers.

If APG, in its sole discretion, determines that APG's performance hereunder would result in a loss to APG on this sale, as computed under APG's normal accounting procedures, because of causes beyond APG's control, then APG may terminate this agreement in whole or in part without liability for any delay in the delivery of or failure to deliver the goods sold hereunder.

Terms and Credit

Payment shall be made net 30 days after date of invoice, unless specifically agreed upon otherwise in writing by APG.

All invoices paid after the date due may be assessed a late payment service charge of 18% per annum or the maximum allowed by applicable law, whichever is lower. Until invoice is paid in full purchaser hereby grants APG a security interest in product sold hereunder in accordance with the Uniform Commercial Code.

If, in APG's judgment, the financial condition of the purchaser at the time merchandise is ready for shipment does not justify the terms specified, APG reserves the right to change these terms or to require full or partial payment in advance. APG may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to APG when, in APG's opinion, the financial condition of buyer

or other grounds for insecurity warrant such action. All sales are subject to the approval of APG's credit department.

Prices

Prices are F.O.B. (Ex Works for foreign sales) our factory and are exclusive of all taxes.

Risk of Loss

Delivery shall occur and risk of loss shall pass to the buyer upon delivery of the material to the carrier at the point of shipment. Transportation shall be at buyer's sole risk and expense, and any claim for loss or damage in transit shall be against the carrier only.

Delivery

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. APG assumes no liability for loss, damage or consequential damages due to delays. Order cancellations must be agreed to in advance, and may be subject to cancellation fees to cover work in progress.

General Provisions

Any cause of action arising from this agreement, or breach of it, must be commenced within one year after the cause of action occurs. APG has the right to correct any stenographical or clerical errors in any of the writings issued by it. These terms and conditions of sale constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by APG to buyer. There are no other promises, conditions, understandings, representations or warranties. This agreement may be modified only in writing signed by APG. No waiver of any right will be effective against APG unless supported by consideration and expressly stated in the writing signed by APG. The failure of APG to enforce any right will not be construed as a waiver of APG's rights to performance in the future. Buyer may not assign any rights to, or delegate any performance owed under, the agreement without the written consent of APG. APG shall have the right to credit toward the payment of any moneys that may become due APG hereunder and any sums which may now or hereafter be owed to buyer by APG.

Application of APG Products

The applications described in APG's catalogs and other printed materials are for informational and instructional purposes only, and may not represent actual usage. This publication has been carefully checked for accuracy and is thought to be fully consistent with the product it describes. However, APG does not assume liability for the contents of this publication or the use of any products described herein. APG reserves the right to make changes to products and/or documentation without further notification.

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