

## APC STANDARD TERMS AND CONDITIONS

1. This quotation is made subject to government regulations and requisitions. APC price does not include any sales tax. Prices are for immediate acceptance and subject to change without notice.
2. The acceptance by APC of any order by the customer of any item identified on the front of this proposal is limited to the terms of this order unless otherwise specifically agreed by APC in writing. If accepted, this proposal and subsequent orders for the same part are not subject to cancellation, change, reduction in amount or suspension of deliveries except without APC consent and upon terms that indemnify APC against loss and damages. All verbal agreements except as confirmed in writing in this proposal or by separate letter, are void.
3. APC assumes no responsibility for any loss or damage occurring by reason of delay, inability to deliver, fires, strikes, accidents, embargoes, car shortages, delays of carriers, insurrection, riot, acts of terrorism, or acts of the civil, or military authorities.
4. APC Engineering Department, when requested, will serve customers in submitting suggestions concerning design and construction of molded parts, and will recommend various grades of material, but APC will not assume any liability for the practicability of these design suggestions or material recommendations if adopted by the customer.
5. This quotation is based on the information or sample provided to APC; any changes in specifications made by the customer will require a revised quotation by APC.
6. Parts are quoted as molded. No tapping, assembling, inserts, machine work or secondary operations are included in this quotation unless specifically stated.
7. Samples submitted shall be deemed approved unless written notice of rejection is received within two weeks after date of submittal.
8. Molded pieces will be shipped in standard cartons or containers in bulk unless otherwise specified.
9. Delivery of ten percent more or less than the quantity specified shall constitute fulfillment of the order.
10. Claims for shortages or rejections must be made within 10 days after receipt of goods. APC will ship by insured carriers and will not be responsible for any damages occurring after carrier has accepted shipment. APC warrants that (a) parts, or other goods supplied will conform to the description of the same on the face of this order; (b) that all such goods which are the subject of this proposal and any subsequent order of the same are not encumbered by any valid security interest, lien or other encumbrance unknown to the customer and (c) that all such goods which are the subject of this proposal and subsequent order will be merchantable and free from defects in materials and workmanship, but APC makes no warranty of merchantability as to any such goods in compliance with the customer's design or specification. **THERE IS NO EXPRESS OR IMPLIED WARRANTY THAT ANY GOODS SUBSEQUENTLY ORDERED BY THE CUSTOMER WILL BE FIT FOR ANY PARTICULAR PURPOSE, NOR IS THERE ANY EXPRESS OR IMPLIED WARRANTY BY APC OTHER THAN THE WARRANTIES SPECIFICALLY IDENTIFIED IN THIS PROPOSAL, REGARDLESS OF THE TERMS OF ANY SUBSEQUENT ORDER BY THE CUSTOMER CONCERNING THIS PROPOSAL.**
  - a. The assembly or incorporation of APC manufactured products into other mechanisms or devices shall constitute acceptance by the customer. Customer agrees that APC shall not be liable for any damage caused to or by such mechanisms or devices, including compensatory, punitive and consequential damages, regardless of the terms of any subsequent order by the customer. APC liability shall be limited only to the cost of any defective parts or material, regardless of the terms of any subsequent order by the customer.
11. Credit will be issued on all defective molded parts, provided they are returned to APC factory within 30 days after date of shipment, and after APC has had an opportunity to inspect them. No credit will be issued for parts which have been altered or defaced in any way, or upon which any additional operation has been performed.
12. Any unpaid account for invoiced parts or mold work shall constitute a lien on any molds in APC possession. Customer molds may be removed after fulfillment of purchase order, provided the account is paid in full.
13. The customer agrees to indemnify and hold APC harmless against any loss and damages resulting from infringements of patents and/or trademarks.
14. Unless otherwise stated, the part finish includes only such finish as is obtained directly from the molding process.
15. Inserts supplied by the customer shall exceed by ten percent the number required to fill the order for molded pieces, and shall be delivered F.O.B. APC plant all charges paid; said inserts are subject to approval of design by APC; must be uniform, accurate and free from burrs. APC assumes no liability for damages to molds caused by defective inserts, or for molded parts in which inserts were furnished by customer and found defective after molding.
16. The terms for any mold designated as "developmental" on this proposal include APC's rights of exclusive possession of and production for a period of five years from the date of completion, and two years from the date of completion for every other mold which is the subject of this proposal. APC retains all intellectual property rights of design, drawings, tooling, manufacture and assembly of each developmental mold identified by this proposal. The quoted price of any mold is made in conjunction with, and not separate from, an order of a volume of finished parts based on projected and quoted estimated annual usage (EAU) over stated period of time. Customer's acceptance of any mold quoted constitutes acceptance of and an order of the EAU of a volume of finished parts. The customer agrees to pay for changes in molds made necessary by changes and specifications accepted by APC.
17. APC does not insure customer tooling in APC possession. APC shall not be responsible or liable for any damage or depreciation to molds.
18. APC reserves the right to correct clerical errors.
19. This proposal, when accepted by the customer, shall become a contract effective under the laws of the State of Ohio.
20. Contracts or orders are subject to approval by credit department. APC reserves the right to modify, change or withdraw credit terms at any time.