

TERMS AND CONDITIONS OF SALE

The sale of goods to Buyer from Apex Aluminum Extrusions Ltd. (Apex) is expressly made conditional on Buyer's assent to all terms and conditions contained in any form supplied by Buyer to Apex, including but not limited to, the following terms and conditions:

Prices And Taxes

All prices are subject to change, without prior notice to Buyer, to reflect any increase or decrease in Apex's cost resulting in fluctuations in the price of aluminum. Prices on Quotations are good for 30 days subject to the above. Buyer agrees to pay the prices in effect at the time of order acceptance and acknowledgment by Apex.

Buyer shall assume and pay all sales, use, excise, license, property, tariff and/or other fees, together with any interest and penalties, relating to the sale of any goods or services to Buyer and Buyer shall indemnify Apex and hold Apex harmless from any claim or liability for any such tax, along with any interest, penalties or expense in connection with them.

Delivery: Risk of Loss

Delivery terms are stated on the Quotation and Order Acknowledgment. Any estimated delivery date shall constitute Apex's best estimate based on scheduling requirements at the time the order is entered.

Apex shall not be liable for delivery on any specific date, or within any specific period of time.

The standard shipping tolerances are +/- 15% on weight.

Payment Terms

Payment terms are as per stated on Apex credit application.

Specification and Tolerances

Buyer acknowledges that any order placed by Buyer is accepted by Apex with the understanding that the goods will be produced in accordance with specifications and/or drawings on hand in Apex's files, or furnished to Apex with Buyer's order and specifically agreed to and accepted by Apex in writing. All manufacturing tolerances are to be in accordance with Standard Aluminum Association Tolerances or as detailed on the die drawings.

Tools and Dies

Tooling purchased for a Buyer shall remain the property of Apex and its' possession. Apex agrees to maintain tooling in condition to furnish material to original specifications subject to tolerances on approved drawings. Any charge implemented by Apex for tooling will be considered a "Tooling Service Charge" and does not affect ownership of the tooling, however the production of extrusions from the die will be for the exclusive benefit of the buyer. Should Apex not receive an order for any die within a two-year time frame, the tooling will be scrapped or otherwise disposed of without reference or accounting to the Buyer.

Patent Indemnification

The Buyer shall indemnify Apex against all damages, penalties, and expenses to which Apex may become liable through any work required to be done in accordance with the Buyer's specification which involves an infringement of a patent, trademark, copyright or registered design.

Warranty

Apex warrants that all goods sold to the Buyer shall be free from defects in material and workmanship for a period of thirty (30) days from the date of shipment. Defective material may be returned to Apex after inspection by Apex and upon receipt of a Returned Material Authorization (RMA) number. Goods so returned will be repaired or replaced at Apex's option. No freight will be allowed on any credit.

Cancellation

In the event the Buyer cancels an order, Buyer shall pay Apex as liquidated damages the full purchase price for such materials as are completed and an equitable price for such materials as are in process at the time of cancellation.