



## TERMS AND CONDITIONS OF SALES

### TERMS AND CONDITIONS

As used within all sales of goods and/or services manufactured or distributed by Advanced Precision, Inc., the term "Seller" refers to Advanced Precision, Inc. The term "Buyer" refers to the purchaser of the goods and/or service pursuant to the Buyer's purchase order and/or Seller's quoted job specifications.

### PRICES

Prices provided by the Seller for the sale of goods and/or services include:

- a. All prices for F.O.B. Seller's factory;
- b. All prices are SUBJECT TO CHANGE WITHOUT NOTICE and may be withdrawn at any time prior to Seller's acceptance of Buyer's order, unless specified on price quotations
- c. Quoted prices become invalid (void) after a standard period of ninety (90) days after the date of quotation expressed on the front of quotation.
- d. All prices do not include excise, sales, use, and transportation taxes.

### CANCELLATIONS / CANCELLATION CHARGES

Once accepted, Buyer may terminate contract with Seller only with the written consent of Seller's authorized agent.

Upon cancellation, Seller reserves the right to impose cancellation charges, if any, including, but not limited to, design modification and special parts and/or accessories. All cancellations fees, if applicable, will be furnished by Seller to Buyer promptly. If Buyer fails to pay applicable cancellations charges within ten (10) days of invoice date, Seller reserves the right to void any and all prior cancellation agreements.

### DELIVERIES

All goods produced by Seller will be shipped F.O.B. Advanced Precision, Inc. (15 Wilson Drive, Sparta, NJ). Delivery will be deemed complete when Buyer's shipment has been delivered to a parcel carrier, selected at Seller's discretion.

Title of goods sold hereunder shall pass to Buyer upon delivery by Seller. All quoted shipping and delivery dates are estimates only, and may be subject to unavoidable delays. Seller shall be free of any and all liability and penalty for delayed shipment due to causes beyond Seller's control, including, but not limited to fire, explosion, and external natural events.

Provided delivery and shipment dates are contingent upon the reception of all required technical data, including approved drawings, special documentation, or special components, if applicable, by Buyer in accordance with the schedule specified by Seller.

### SECURITY INTEREST

Seller reserves a security interest in all goods and/or services sold to Buyer to secure all obligations of Buyer to Seller, whether or not arising under this contract.

### EXCLUSION OF WARRANTIES / LIMITATION OF LIABILITY

Seller warrants that all goods manufactured will be free from defects in workmanship and material for the applicable time period of thirty (30) days from the date of delivery. If Buyer deems goods defective within thirty (30) days of delivery, Seller must be notified in writing promptly. Upon notice of defect by Buyer, Seller agrees to repair or replace defected goods at the option of Seller.

### SERVICE

All service work for defects in goods repaired or replaced during standard hours under the aforementioned warranty provisions, will be provided during straight time working hours at no cost to Buyer.

All service work on goods not covered by Seller's warranty, or all service work performed after the warranty period has expired will be charged at the prevailing rate, plus all expenses, transportation, materials and parts.

### CLAIMS / RETURNS

All warranty claims against Seller by Buyer that goods delivered hereunder do not conform to any applicable warranty provisions must be received by Seller within the warranty and within ten (10) days of the date of defect detection. Failure to give such notice with above given terms shall constitute a waiver by Buyer of all claims with respect to such goods.

Upon notice of claim, Seller, if deemed applicable, will issue a Return Goods Authorization (RGA). Goods returned to Seller without an RGA, will be returned to Buyer at Buyer's expense.

All returns made to Seller must include:

- a. Returned Goods Authorization
- b. Purchase Order number
- c. Original Invoice number
- d. Buyer's Name, Address, and Account Number
- e. Itemized List of Items Returned
- f. Reason for Return

### DAMAGED GOODS

All goods are shipped F.O.B. Advanced Precision, Inc., all claims for loss and damages caused during shipment must be filed against the parcel carrier by Buyer. Upon notice to Seller of damage, Buyer will be issued a Return Goods Authorization, necessary to make repairs and/or replacement.

### TERMS OF PAYMENT

Unless otherwise specified by Seller, payment in full from Buyer is due thirty (30) days after the goods and/or services are delivered, without discount except as reflected in the quotation. All payments received must be payable in U.S. funds.

### TAXES

Seller's quoted prices do not include privilege, occupational, personal property, value-added sales, excise, or other taxes, and Buyer shall be liable for all such taxes.

If applicable, taxes will be waived if Buyer provides Advanced Precision, Inc. with proper state-issued tax exemption paperwork prior to delivery.

### PAST DUE ACCOUNTS

When applicable, net accounts are considered past due at the ends of the month following the month of shipment. All past due accounts are subject to a 1.5% monthly service charge. Advanced Precision, Inc. reserves the right to hold any current and/or future shipments pending full payment on the buyer's account.

Past due accounts may be placed with a third party collections agency, until full payment is received.