



## Terms and Conditions of Sale

For AP-O-Gee Industries Inc. d/b/a Apogee Industries Inc. herein after called "Company"

1. **Quotations/Estimates:** A Quotation is valid for 30 days, after which it is subject to change.
2. **Orders:** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, energy failure, equipment breakdown, act of God, and other causes beyond Company's control. Canceled orders will require compensation for incurred costs.
3. **Artwork/Experimental Work:** We will charge you at our then current rates for all experimental, design and developmental work We perform at Your request. This work remains Our property and may not be used without our consent.
4. **Accuracy of Specifications:** Quotations are based on the accuracy of the specifications provided. The Company can re-quote a job at the time of submission if copy, film, electronic artwork or other input materials or newly presented requirements do not match the information on which the original quotation was based.
5. **Pre-Press Proofs:** The Company will submit prepress proofs for the customer's review and approval. You must check copy, color, layout and position. This proof must be returned marked either "OK as is" or "OK with corrections" You must note on the proof any corrections or changes required. Until we receive an approved proof no further work will be performed. The Company will not be responsible for undetected production errors if: (1) We print the job in accordance with your approved proof, (2) Requests for changes are communicated verbally, or (3) You instruct Us to proceed without a proof.
6. **Press Proofs/Press Checks:** We will not provide a press proof unless You request it in Your written purchase order. All press proofs will be charged at our then current rates.
7. **Color proofing:** Due to normal variation in equipment, printing substrates, paper, inks and other conditions that may occur, a reasonable variation in color between color guides You provide and the completed job is normal. When a variation of this kind occurs, it will be considered acceptable performance.
8. **Overruns/Underruns:** We will ship and bill You for the quantity ordered within a 10% tolerance unless otherwise stated in the quotation.
9. **Delivery:** Unless otherwise stated the price quoted does not include freight charges. All freight is FOB Company dock or shipping point.
10. **Credit Terms:** Our standard terms are cash in advance, COD or credit card until credit has been approved after which our standard terms are net thirty days from the date of the invoice. We reserve the right to charge interest on overdue amounts.
11. **Limited Warranty:** The warranties stated in this section 11 and in section 12 are given in place of all other warranties, express or implied, of merchantability, fitness for a particular purpose, or otherwise. No promise or affirmation of fact made by any agent or representative of Company shall constitute a warranty by Company or give rise to any liability or obligation. Company warrants that the goods furnished hereunder will be, at the date of shipment, free from defects in workmanship and materials for a period up to 6 months of normal storage conditions ( 72°F, 50% rel. humidity). Company's sole and exclusive obligation (and buyer's sole and exclusive remedy) under this warranty shall be, upon prompt written notice received by Company during the warranty period of any breach, to either, at Company's option, repair, correct or replace without charge, any defective product expressly warranted herein by Company against defects and found by Company in its sole discretion to be defective and covered by this warranty, or credit buyer for the purchase price paid for such product. Company shall not be liable to buyer, or to anyone claiming under buyer, for any other obligations or liabilities, including, but not limited to, obligations or liabilities arising out of breach of contract or warranty, negligence or tort or any theory of strict liability, with respect to the products or Company's acts or omissions or otherwise. This warranty covers only replacement, correction or repair of defective Products at Company's main facility and does not include the cost of inspection, removal, delivery or field service travel and living.
12. **Limited Liability:** Prior to using Products, Buyer or User, shall determine the suitability of the Product for the intended use and Buyer shall assume all risk and liability whatsoever in connection therewith. in no



event shall Company be liable for incidental, indirect, compensatory, punitive, consequential, special or other damages, including, but not limited to, loss of profits. Company's aggregate liability with respect to a defective product and these terms and conditions, and/or any quotation, acknowledgment or invoice issued from Company to buyer shall be limited to the monies paid by buyer to Company for the defective product. The forgoing may not be changed except by an agreement signed by an officer of the Company.

13. **Claims/ Returns:** Merchandise will not be accepted for return without prior authorization. All requests for return or claim for discrepancies must be made within 30 days of receipt of goods. Failure to make a timely written claim acknowledges Your acceptance of the products and confirms that the products fully comply with the order. We retain the right to inspect any products You claim to be defective, damaged or non-conforming. The company's liability is limited to the selling price of the defective goods only.
14. **Other Manufacturers' Warranties.** On Products furnished by the Company, but produced or manufactured by others, the written warranty of the manufacturer, if any, will be assigned to Buyer if assignment is reasonably practicable. However, Company does not adopt or guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer.