

## General Terms and Conditions of Sale

APQ, LLC. will supply products and services as clearly stated and agreed upon in our specifications. All quotations and contracts, except as otherwise clearly stated in writing by APQ, LLC., are entered into under the following terms and conditions:

### Minimum Orders & Billing

Minimum billing \$250 U.S./Canada, \$500 international

### Payment Terms

Payment terms are net 30 days, with pre-approved credit, unless otherwise stated.

### Late Payment & Collection Fees

Late payments are subject to a finance charge at the rate of 1.5% per month (interest on late, unpaid balance). In the event that APQ, LLC., requires the services of a third party for collection purposes, the customer is responsible for all fees associated with said expenses, including any attorney's fees.

### Freight Policy

Prices are F.O.B. New Berlin, Wisconsin unless otherwise stated. Material price is inclusive of domestic packaging and is subject to change for special shipping instructions. APQ, LLC., will make every effort to select the appropriate freight carrier based on the product type. Customers must clearly indicate a different freight carrier and billing method on the purchase order should the customer choose to use a carrier other than those that APQ, LLC., chooses. Changes to the original requested shipment method require issuance of revised purchase order documentation.

### Delivery

Shipping dates will be confirmed following receipt of Purchase Order. APQ, LLC., is not liable for delays and/or losses to Purchaser caused by shortage of supplies, labor stoppage, riot, civil unrest, Force Majeure, or other such causes not within the Sellers control.

### Pricing

All stated prices are expressed in U.S. dollars. All prices are subject to change without notice. Pricing, technical specifications, and product documents are subject to change without notice. Federal, state and local taxes, tariffs, and transportation, where appropriate, will be charged to the customer, regardless of when invoiced.

### Cancellation

Cancelled orders will be subject to a fee, determined at time of cancellation.

### Product Resale

Shipped products are not for resale to those countries deemed restricted by the U.S. Government.

### Application Suitability

Products designed and manufactured are intended for customary service conditions and are designed to meet applicable industry standards. Where Purchaser requests APQ, LLC., to manufacture equipment to Purchaser's designs, or where Purchaser supplies own components, APQ, LLC., is not liable for any patent or trademark infringement, equipment performance, redesign or remanufacture of equipment. Where power factor correction equipment is to be installed in a harmonic environment, appropriate data is to be included by customer for APQ, LLC., review, to allow for proper equipment selection. APQ, LLC., makes every effort to offer accurate information in price lists, quotations, specifications, and product documentation and is not liable for any errors or omissions. Products quoted may need to be amended should information provided by customer change or be incomplete. APQ, LLC., will provide products to meet the intent of customer requirements and may take stated exceptions. Where

power factor correction equipment has been proposed, APQ, LLC., makes no financial savings guarantee to user.

### Product Warranty

- a. All products are warranted against manufacturing defects for a period of 12 months of useful service, not to exceed 18 months from date of invoice to customer. APQ, LLC., reserves the right to fully inspect and analyze the product to determine the probable cause of defect or failure.
- b. Preventive maintenance is necessary and should be performed on an annual basis by qualified personnel only.
- c. Warranty will be considered void if the equipment is misused, improperly installed, misapplied, or if unauthorized repairs or modifications are performed by the customer, installer, or other personnel without prior written authorization from APQ, LLC.
- d. Under the terms of this warranty agreement, and for those items determined to have a manufacturing defect, APQ, LLC., reserves the right to satisfy a valid warranty claim by any of the following methods at their discretion: repair or replace an item, issue credit for an item, or to authorize and pay for a repair by a qualified facility.
- e. Customers are required to obtain a returned goods authorization prior to returning allegedly defective equipment.
- f. Transportation costs, installation, or other labor is not included as part of this warranty.
- g. Warranty is non-transferable and is extended to the first company of use.

### Product Return Policy

Authorization to return purchased goods is required prior to shipment of said goods. Any returned item must be labeled with the Returned Goods Authorization (RGA) number and shipped to the location designated at the time of the request. Any returned material is subject to inspection prior to final disposition. Restocking fees may apply.

### Governing Law

These Terms & Conditions of Sale are governed by the laws of the State of Wisconsin. Through the issuance of a Purchase Order to APQ, LLC., the customer agrees to submit to the jurisdiction of the State of Wisconsin and of the United States of America. Any actions, suits, or proceedings arising out of or related to the sale of goods from APQ, LLC., will be performed in the State of Wisconsin in the city of Milwaukee.

### Arteche PQ Terms & Conditions

These Terms & Conditions of Sale are not subject to change through the acceptance of any purchase orders, shipping orders, acknowledgements, confirmations, or any other customer documentation. Terms contrary to these items shall be deemed invalid. Shipment of product does not constitute acceptance of such contrary terms. Payment, in part or in full, or acceptance of delivery shall constitute acceptance of all terms and conditions set forth. These terms and conditions represent the sole terms agreed to by APQ, LLC. and are not subject to modification by employees or representatives, regardless of verbal or written representation. These terms and conditions are binding unless modified in writing by an officer of APQ, LLC.

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APQ, LLC.

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