

## ***TERMS AND CONDITIONS OF SALE***

### **A. Payment Terms**

Payment terms shall be "net fifteen days" from the later of date of invoice or date of receipt by BUYER. Any schedule that modifies the above policy must be in writing and duly signed by an APS, llc corporate official. Any invoice not paid within 60 will initiate a credit hold status.

### **B. Credit Approval**

All orders are subject to approval by APS's credit department. APS reserves the right to extend, refuse or withdraw credit at any time without notice or to request guaranties, security agreements or payment in advance. APS reserves the right to revoke credit already extended, to reject any orders placed by buyer if APS reasonably believes BUYER's credit standing to be unsatisfactory.

### **C. Returned Material Policy**

BUYER Agrees that all products returned, other than those returned for nonconformity according to product specifications, will be subjected to a 20% restocking fee. No returns will be accepted without obtaining returned goods authorization from APS. Only prepaid shipments will be accepted for return. APS will not accept for return any outdated material or products that are not in their original container or products that have been opened. In addition, APS will not accept for return any special color products (special colors are any color that is not on our standard published color chart) or any products listed as a non-standard and/or special order products.

### **D. Cancellation Policy**

BUYER agrees that orders pertaining to non-standard and special order products will be the responsibility of the customer up to a 10% maximum.

### **E. Acceptance of Goods**

BUYER shall inspect all products furnished hereunder immediately upon receipt. Failure to make claims within 10 days from date of shipment shall constitute acceptance of products sold hereunder and a waiver by buyer of any claim.

### **F. Delivery and Title**

Shipping terms shall be F.O.B. Pittsburgh, PA or from equipment suppliers location. Title to and risk of loss for all products sold hereunder shall pass to BUYER upon APS's delivery to carrier at APS's

### **G. Over Runs**

Production over runs for custom formulas, special colors and special order products will be the responsibility of the customer up to a 10% maximum.

### **PRODUCTION FAILURE EVALUATION**

Every production run of products is assigned a batch tracking number and a liquid and cured sample is retained. In the event of a problem in the field, the lab and technical department can re-evaluate these retain samples and review QC records to confirm and certify that the products have been manufactured to specifications. At the request of the customer, an APS representative can visit the job site, but in the event problems are caused by application, mixing or conditions of the job sight, the customer will be responsible for expenses.