



APTech Standard Terms and Conditions

A. Sales Policy

1. Prices

APTech Group, Inc. ("APTech") prices listed are wholesale, do not include freight, handling fees, taxes, and/or duties, and are subject to correction or change. Export orders may be subject to other special pricing. APTech reserves the right to accept or reject any order.

2. Payment and Credit Terms

APTech accepts cash, checks, wire transfers, Visa, and MasterCard. Unless otherwise arranged, for customers with established APTech credit, including all Export orders, payment terms are net thirty (30) days from the date of shipment or pick-up. All credit extended by APTech to customer, and the limits of such credit, is at APTech sole discretion, and may be reduced or revoked by APTech at any time, for any reason. If customer fails to make timely payments, APTech may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action, and/or may, at its option, cancel all or any part of an unshipped order. For international customers, APTech requests that payments of cash or check be sent via Federal Express, or UPS.

B. Freight Policy

Unless prearranged with APTech management, prices stated on the invoice are F.O.B. origin, freight prepaid to destination specified in the order. APTech charges a shipping and handling fee (which includes internal handling and related costs) on each order which is applied at the time of order and reflected on customer's invoice. Other terms and conditions may apply for other than standard delivery ("Other Freight Services"), including without limitation, air freight, export orders, hazardous materials, shipments outside the contiguous U.S., or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by customer. Title and risk of loss pass to customer the moment the carrier signs the bill of lading. If the product is damaged in transit, customer's only recourse is to file a claim with the carrier. APTech management will provide services to help file carrier claims.

C. Warranty Disclaimers and Limitation of Liability

APTech makes no warranties of merchantability or fitness for a particular purpose except as explicitly stated. APTech also expressly disclaims all express and/or implied warranties.

In no event shall APTech be liable for any incidental, consequential or special damages of any kind whatsoever, directly or indirectly, resulting from the use or handling of products. The exclusive remedy of the distributor, user and/or buyer, and the exclusive liability of APTech for

any and all claims, losses, injuries, lost profits or damages (including claims based on breach of warranty, contract, negligence, strict liability, or any other tort or cause of action) resulting from the use or handling of this product shall be either the return of the purchase price or, at APTEch's election, the replacement of the product.

APTEch provides its product, documents and information "as is" and makes no other warranties.

D. Product Information

For product instructions and requirements see appropriate product data bulletins and MSDS' by accessing www.aptechgroup.com or by calling 1-866-489-9831.

E. General Terms

1. Force Majeure

APTEch shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of APTEch in the conduct of its business.

2. Product Return

APTEch requires prior authorization for all returned items. Any stock item may be returned within 90 days from the invoice date of original order shipment. All products must be received in their original, unopened packages and in saleable condition. Request for return of products must specify reason for return, invoice number, quantity and invoice date.

Returned items are subject to a 20% reprocessing charge. APTEch will not accept return of non-stock items. Returned products must be received undamaged, properly packaged for shipping and should not have been used. No credit will be given for an item returned unsuitable for restocking. Requests for return of products should be made by telephone to (866) 489-9831.