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TERMS AND CONDITIONS

Notwithstanding any inconsistent or additional terms that may be embodied in your purchase order, we accept your order, subject only to the terms of the written contract between us under which your order is accepted. If no such contract exists, we accept your order only on the express condition that you assent to the terms contained below, and your receipt and acceptance of the goods shipped hereunder shall constitute assent to such terms. This document constitutes the full understanding of the parties and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be bound.

1. **WARNING** - Buyer expressly agrees as a condition of its purchase of the items sold herein that it will indemnify and hold seller harmless from any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder, or asserted by any agent or employee of such user or by any third party arising from purported defect in the items or by reason of the use of these items. Purchaser agrees to assume all responsibility in connection with the goods upon delivery thereof to the purchaser.
2. **ORDERS** - Prices charged for services and products provided to purchaser are as specified on the sales quotation. Purchaser may not cancel orders after seller has begun processing or manufacturing. All shipments of products will be F.O.B. the Seller's facility and shipping charges and risk of loss or damage in transit shall be purchaser's sole responsibility. Shipment is by regular ground service unless otherwise specified by purchaser. Seller reserves the right to make partial shipments. Seller reserves the right to produce and charge for production overruns up to 10% over purchaser's ordered quantity. Purchaser's order may, at the Seller's discretion, be deemed complete upon shipment of 95% or more of the total quantity ordered. Purchaser shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller.
3. **HAZARDS LIABILITY** - Purchaser shall indemnify and save the seller harmless against any and all liabilities, penalties, demands, claims, causes of action, suits, losses, damages, cost and expense (including cost of defense, settlement and reasonable attorneys' fees) whatsoever arising from or growing out of possession, handling, or use by purchaser or by others of goods purchased. Upon request of seller, purchaser shall promptly defend any such demand, claim, cause of action or suit. Purchaser further agrees to make full reimbursement to seller for any damages.
4. **FORCE MAJEURE** - Deliveries may be suspended in case of act of God, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or any cause beyond the control of such party, preventing the shipment, acceptance, or consumption of a shipment of the goods. Such deliveries so suspended shall be cancelled without liability for breach, default or otherwise, but the contract shall otherwise remain unaffected.
5. **PURCHASER'S CREDIT** - Seller reserves the right, among other remedies, either to terminate this contract or to suspend further deliveries under it in the event purchaser fails to pay for any one shipment when same becomes due. Should purchaser's financial responsibility become unsatisfactory to seller, cash payments or satisfactory security may be required by seller for future deliveries and for goods theretofore delivered.
6. **INDEMNIFICATION** - Purchaser assumes all risks from handling, storage, resale, disposal, or from other use or disposition of the goods, and purchaser agrees to indemnify seller for any amounts seller may pay pursuant to judgment or settlement of any claims made against seller by reason of damage to property or injury to persons resulting from purchaser's handling, storage, resale, disposal or from other use or disposition of the goods.
7. **DAMAGES; LIMITATION OF LIABILITY** - In the event of a breach or repudiation of this contract by seller, purchaser shall not be entitled to recover any incidental damages or any consequential damages, as those terms are defined in section 2-715 of the uniform commercial code. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY PURCHASER OR COULD HAVE BEEN REASONABLY FORESEEN BY SELLER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND ANY AGREEMENT BETWEEN SELLER AND PURCHASER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD PURSUANT HERETO.
8. **LIMITATION OF WARRANTY** - EXCEPT AS EXPRESSLY SET FORTH ON THE SALES QUOTATION, IF ANY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
9. **ASSIGNMENT** - Purchaser may not assign its rights or delegate its performance hereunder without the prior written consent of the seller, and any attempted assignment or delegation without such consent shall be void.
10. **MISCELLANEOUS** - This contract is to be construed according to the laws of the Commonwealth of Pennsylvania. The term "seller" as used herein includes seller, its shareholders, directors, officers, employees, and agents. If any term or provision hereof is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof or invalidate or render unenforceable such term or provision in any other jurisdiction.
11. **DUTIES & TAXES** - All duties and taxes assessed to this order are the responsibility of the purchaser, including local and regional sales tax, personal property tax, and import duties.
12. **EXPORT CONTROLS** - Products, technical data/technology, and services of APC International are subject to U.S. export controls under the applicable laws and regulations of the United States. Diversion contrary to U.S. law is prohibited. In addition, commodities may not be exported or re-exported to entities and persons that are ineligible under U.S. law to receive U.S. product and technology. Purchaser assumes all responsibility for shipments of products requiring any government import clearance.
13. **BLANKET ORDER POLICY** - All shipments for a blanket order must be scheduled such that the order is completed within 12 months of the first delivery date. The maximum number of shipments allowed for a given blanket order is determined by the dollar value of the related line item based upon the following guide:

Less than \$2,500	No Blanket Orders Accepted
\$2,500 - \$4,999	2 Scheduled Release Dates
\$5,000 - \$9,999	4 Scheduled Release Dates
\$10,000 - \$49,999	6 Scheduled Release Dates
\$50,000 +	Will Be Discussed

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