



# APTEK LABORATORIES, INC.

28570 Livingston Avenue, Valencia, CA 91355-4171 • (661) 257-1677 FAX (661) 257-8939

## GENERAL TERMS AND CONDITIONS OF SALE

1. Aptek has a strict policy NOT to sell any of its products to repackagers, resellers, relabelers, reformulators, or anyone who is not the end user who breaks the factory seal of our products. All Aptek warranties are voided if its products are obtained from any of these sources. Aptek only sells factory direct.
2. The Customer's original purchase order must be received by Aptek via fax or e-mail before Aptek will confirm and accept said purchase order.
3. Open account terms are Net 30 days from the date of shipment as stated on invoice, unless otherwise stated or agreed upon in writing.
4. Aptek reserves the right to place customers with past due accounts on a cash-in-advance or credit card basis. Additionally, shipments to customers with delinquent balances may be held up or stopped until their account balance is paid in full.
5. If Customer's credit becomes impaired at any time, Aptek reserves the right to adjust credit terms. In such cases, past due invoices must be paid in full prior to shipment of any outstanding purchase order(s).
6. To dispute an invoice, the Customer must submit a written request citing the belief that the invoice is not correct. The request must be received 15 days prior to invoice due date. The request should include:
  - a. Customer's name, purchase order number, and Aptek's invoice number
  - b. A description of the error including a reason as to why the Customer believes there to be an error
  - c. The dollar amount of the suspected error
  - d. Customer's contact information listing a representative authorized to deal with any follow-up due to the dispute in question.
7. All shipments are FOB: Plant Valencia, CA (origin), unless special arrangements are made for FOB Destination.
8. The shelf life warranty is ONLY valid for factory-sealed containers when stored per Aptek's published storage condition recommendations.
9. In the case where the Customer determines that there is a product quality issue, Aptek reserves the right to investigate and determine the cause of the concern prior to any determination of disposition of the material and resolution of the issue. Goods shall not be returned to Aptek without prior written authorization and instruction on how the return process is to occur.
10. Aptek shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use or misuse of these products, or of the information given in technical data sheets. Purchasers assume all risk and liability whatsoever in connection with the use of these products and this information.
11. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees, collection fees and all other costs of such action, including interest thereon at the highest rate allowable under applicable law prescribed by the state of California.
12. Right of access by Aptek's customers is limited to information that is not deemed proprietary, intellectual property, or any other information deemed confidential by Aptek.
13. Aptek pricing is subject to change without notice; however, Aptek historically has only raised prices when increased raw material, energy, and/or processing costs can no longer be absorbed. Due to the fact that our normal lead times are typically 5 - 9 weeks ARO, it is impossible for Aptek to give our customers a 30-day notification of said price increase. The price increase will affect all new orders placed after the price increase has occurred. Any purchase order that has already been confirmed with the old price will not change. Before placing an order with Aptek, please ask for the current pricing.
14. Aptek accepts Visa, MasterCard, American Express or Discover for a 4.0% processing fee. Credit card transactions will be charged to the Customer's account on the day the order is shipped.
15. **CANCELLATION POLICY:** Since all Aptek products are made-to-order, written notification of cancellation from the Customer must be received by Aptek Laboratories, Inc. within seven (7) business days of the notice of acceptance, or two (2) business days for expedited/rush purchase orders; otherwise, the Customer will be contractually bound and obligated for all costs and fees as set forth in the purchase order.
16. **CHANGE ORDER POLICY:** Any changes to purchase order from Customer concerning, but not limited to, increase or decrease in quantity, changes to ship date, the addition of other line items such as another product or cert/test report, must be approved by Aptek in writing and then the Customer PO must be appropriately revised.