

## **ASPT Inc. TERMS AND CONDITIONS**

### **Credit Approval**

Acceptance of a purchase order is subject to ASPT's order review and credit approval. If, in ASPT's opinion, the financial condition of the Customer does not justify shipment on open credit terms, ASPT reserves the right to demand full or partial payments in advance, joint check, or any other security deemed appropriate under the circumstances.

### **Prices**

ASPT will sell its products to its customers at current prices quoted by ASPT or its authorized agents. For any order placed on any type of "hold" or not released for production according to schedules at the time the order is entered, ASPT reserves the right to invoice the order at prices in effect at the time of shipment. Errors and omissions by ASPT are subject to correction. All prices shown are for products utilizing ASPT's standard design, manufacture, processes, equipment and procedures.

### **Terms**

All items will be invoiced when shipped. Payment terms are Net 30 days for equipment purchases and net 15 days for all service related invoices. ASPT also accepts Visa/Master cards for orders under \$7,500.00. Penalties at the rate of 1.5% per month (18% per year) will be assessed against all accounts 15 days past due based on a month end aging method. This is not to be construed as an offer to lend money. If at any time, in ASPT's judgment reasonable doubt exists as to the customer's ability to meet its financial obligations, ASPT reserves the right to take any remedy deemed suitable without liability or prejudice.

### **Order Process**

Before ASPT orders the materials required for production of the product(s) ASPT will submit a drawing for each product ordered and the customer must review, make any necessary corrections and return a signed off copy before production can begin. The lead time stated in our quotations start from the date the approved drawings are received.

### **Minimum Orders**

The minimum invoice which will be prepared will be \$500.00 net. Any orders under \$500.00 must be paid C.O.D. or by credit card (Visa/Master Card).

### **Changes to Orders**

If it becomes necessary to change the material ordered after the order has been entered and acknowledged, through no fault of ASPT, there will be corresponding administrative, engineering and production cost adjustments made to reflect the additional unique expenses incurred. As a minimum these charges will be:

- A. Order entry is complete and submittal drawing(s) have been returned and changes require the preparation of a new shop drawing. \$300.00 plus price increases or decreases for changes.
- B. Once an order has begun production, the customer shall be charged for all additional materials and labor based on our normal pricing structure plus \$300.00 to make the changes to the order.

### **Cancellation of Orders**

**A. Once a purchase order is received and submittal drawings have been sent to the customer, the order can be cancelled, but there will be a \$300.00 charge for the cancellation.**

**B. Once a purchase order is received, the submittal drawing returned approved, and materials have been ordered, the order can not be cancelled. ASPT builds all equipment on order and does not inventory finished product.**

### **Color Variations**

Every effort is made to maintain the quality of product appearance. Minor scratch and appearance inconsistencies are inherent in the nature of the handling and shipping of product. The anodizing, painting and other finishing processes used for the products will normally have some color variations. We use reasonable judgment in the selection and placement of pieces to minimize these conditions. Individuals experienced within the industry are aware of these conditions. If specifications are especially restrictive the customer will need to take exception or obtain the necessary approvals for product acceptance.

## **Shipping/Production Schedules**

Production plans and the corresponding anticipated week of shipment are indicated on the original quote to the Customer. This schedule is an estimate made at the time of order entry based upon the information available. Although ASPT will try to make every effort to ship orders as scheduled, deliveries are subject to the availability of labor, equipment, raw materials, supplies and other contingencies beyond ASPT's control. ASPT shall not be liable to the customer or any other person for failure or delays in filling orders or shipping its products.

## **Freight**

All shipments are F.O.B. our plant in Rancho Cucamonga, California. When a shipment is delivered to a carrier, it becomes the property of the purchaser. ASPT will not be responsible for loss or damage to material caused by transportation companies. For shipments made by all means, except UPS and RPS, the customer is responsible for filing a claim for said loss or damage. ASPT will file the claim for UPS and RPS shipments based upon information from the customer.

## **Taxes**

Prices do not include any sales, use, excise or any other taxes unless specifically stated as such on the original quote. When it is required that ASPT collect these taxes, the amounts will be added to the invoice. All taxes not collected by ASPT are the sole responsibility of the purchaser. ASPT does not collect sales taxes outside of California.

## **Limited Warranty**

ASPT INC. provides to its customer a limited warranty, on ASPT products. This warranty is:

**ASPT INC. will exchange or repair, F.O.B. our plant, any component found defective in workmanship and/or material, subject to ASPT's inspection, for a period of one (1) year after installation or 15 months after ship date, whichever comes first. Warranty does not include field service labor. The installing contractor/customer will be responsible for installation and field service. This is ASPT INC's sole warranty.**

This warranty does not cover loss or damages resulting from causes beyond the manufacturer's control, misuse, neglect, accidents, weather, or other acts of God. Warranty is for normal use and service. The warranty does not apply to equipment which has been repaired or altered so as to adversely affect conditions of operation. Warranty will not obligate ASPT for damages resulting from such alterations, misuse or acts of God.

## **Return of Warranty Parts**

ASPT must be promptly notified (within 2 weeks of failure) of all warranty claims. All parts for warranty claims must be returned to ASPT within the following two (2) weeks for US locations and six (6) weeks for all other locations. All parts must be returned freight prepaid and include a Return Material Authorization Tag/Number which is available by contacting the Customer Service Department. All items returned are subject to inspection and testing to determine the cause of failure. If in ASPT's determination:

A. The part returned is defective and within the terms of the warranty it will be repaired or replaced. Any repaired item would carry the full warranty. If the piece has been replaced, a credit memo will be issued against the replacement invoice.

B. The part returned is determined not to be defective and within the terms of the warranty the part will remain the property of the Customer. At the time of this determination, the disposition of the item will be agreed upon with the customer.