



# APTEK LABORATORIES, INC.

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## GENERAL TERMS AND CONDITIONS OF SALE

1. Acceptance of any Customer's purchase order is subject to Aptek's prior written approval, which may be by email, fax, or pdf. A hard copy of the original purchase order must be received by Aptek via fax or e-mail before Aptek will authorize adding the order to Aptek's production schedule.
2. Open account terms are Net 30 days from the date of shipment as stated on invoice, unless otherwise stated or agreed upon in writing.
3. All shipments are FOB: Plant Valencia, CA (origin). No purchase order will be accepted with FOB: Destination.
4. Aptek reserves the right to charge past due accounts a finance charge at the periodic rate of 1½% per month, which is an annual percentage rate of 18%, or a periodic rate not to exceed the maximum allowed by state law.
5. To dispute an invoice, the Customer must submit a written Corrective Action request citing the belief that the invoice is not correct. The Corrective Action must be received 15 days prior to invoice due date. The Corrective Action 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 the Corrective Action follow-up
6. Goods shall not be returned to Aptek without prior written authorization. All returns must be received in good condition, freight prepaid, tagged with return authorization number and shipper's name.
6. 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).
7. If Customer shows consistent and continued mismanagement of their account, Aptek reserves the right to cancel all open accounts with Customer. Aptek also reserves the right to continue to transact business with such Customer on terms requiring payment before delivery.
8. Aptek's waiver of any of the credit terms shall not affect the future right to enforce strict compliance with every term as stated above.
9. 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.
10. In cases requiring corrective action, Aptek strives to comply with all requirements covered by the AS9100 quality regulations. However, 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.
11. Aptek pricing is subject to change without notice; however, Aptek historically has only raised prices when increased raw material, energy, and/or process costs can no longer be absorbed. Due to the fact that our normal lead times are between 3 ½ - 5 weeks, 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.
12. Aptek accepts Visa or MasterCard. We charge a 4.0% processing fee. Credit card transactions will be charged to your account when order is shipped.