

ANDERSON POWER PRODUCTS TERMS AND CONDITIONS

The following Terms & Conditions supersede all other understandings, either verbal or written, before any order is accepted for delivery of products by Anderson Power Products, hereinafter referred to as "APP"

1. **Acceptance** – All orders are subject to acceptance by APP's Customer Service Department and must be submitted in writing on a valid Purchase Order. Prices are subject to change without notice. Written quotations are valid and subject to acceptance within 30 days of issue.
2. **Minimum Order / Shipment** - \$400 net minimum order value and standard package quantity listed for specific part number. All shipments will ship F.O.B. Sterling Massachusetts, USA, regardless of any previous verbal or written agreement. APP reserves the right and may, at its own discretion, consolidate multiple shipments due within a one-week window.
3. **Pricing** is based on F.O.B. point of shipment, unless otherwise specified. If shipment of an order is delayed by the Buyer, Seller shall have the right to increase the price charged for any item ordered to reflect the prices in effect at the time of shipment. Prices shown for given quantity break are based on a single shipment of the specific part number. Combining quantities of the different part numbers for additional price breaks is not allowed.
4. **Package Quantity** – Orders, releases, and shipments must be in multiples of package quantity listed. Quantities that require a mix of standard and bulk packaging will be priced separately. APP reserves the right to modify packaging without further notice.
5. **Export Orders** – Subject to additional charges for special packaging and documentation.
6. **Delivery & Title** – F.O.B. Sterling, Massachusetts, USA. Delivery dates are approximations and time shall not be of the essence in any contract created by the acceptance of this order. In no event shall Seller be liable for any damages or contingent expenses caused by delays in delivery, nor shall the carrier be deemed an agent of the Seller. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. The Buyer assumes all risk of loss and acknowledges that it has adequate insurance to cover any and all losses of product while in transit by the Buyer's selected freight forwarder and/or in its possession. In all cases APP retains a security interest in the product until such time as payment is received.
7. **Drop Shipments** at request of Buyer to their customers are subject to the greater of a \$25 or a 15% minimum surcharge on total invoice amount plus all freight charges regardless of any previous verbal or written agreements.
8. **Terms** – Net 30 days from date of shipment upon approved credit. Under no circumstances will the 30 days be construed to begin after the goods arrive at the Buyers location or after the occurrence of any other contingency.
9. **Warranty and Limitation of Liability** – Seller warrants the product to be delivered hereunder to be free of defects in workmanship and materials under normal use and service provided, however, that the goods have not been taxed beyond their normal capacity or have not been abused in any way. This warranty is in lieu of and excludes all other warranties, guarantees, or representations expressed or implied by operation of law or otherwise including any warranty of merchantability or fitness for purpose. If within 30 days from date of shipment Buyer notifies Seller that the product is not as warranted and Seller finds the product to be thus defective, Seller shall be obligated and shall have the right to remedy such defect, at the Sellers option, by repair or replacement of the Product. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. Seller shall have the right of disposal of products replaced by it hereunder. In no event shall Seller be liable for loss of use or any indirect, incidental, or consequential damages, including but not limited to consequential damages for personal injuries. The parties expressly agree that the disclaimer shall remain in effect in the event that the Buyers' sole and exclusive remedy fails of its essential purpose.
10. **Application of Product** – It is the responsibility of the Buyer to determine the suitability of the purchased product for the Buyers application and to receive proper agency certification for its application.
11. **Cancellation** – Orders accepted by APP cannot be altered or cancelled by the Buyer within 30 days of shipment date. Orders accepted by APP cannot be altered or cancelled by the Buyer beyond 30 days of shipment date unless agreed to in writing from the Customer Service Department. Any item complete at time of receipt of written cancellation notice will be shipped and invoiced at the contacted price. Work on balance of the order will be stopped as promptly as reasonably possible and Seller shall be reimbursed for all actual expenses, commitments, liabilities and costs determined in accordance with good accounting practice made or incurred with respect to such uncompleted items. Cancellation of blanket orders will carry a cancellation fee of a minimum of 15% of the value of the open orders cancelled.
12. **Sales and Use Taxes** – Any Tax, Federal or State, which the manufacturer shall be liable for or required to pay, either on its own behalf or on behalf of the purchaser, with respect to the material ordered, shall be added to the sale price.
13. **Returns** – Authorization to return material must be obtained from the Customer Service Department in writing. If issued, credit will be made at the original shipment price if lower than the price at time of authorized return. Re-servicing, restocking, transportation and other charges shall be a minimum of 15% with the actual charge based on the specific circumstance. Returns must be properly packaged to prevent damage and returned and prepaid by the best and most economical means.
14. **Statute of Limitations** – Buyer agrees that any action of any kind by the Buyer against the Seller must commence on or before the first anniversary of the date the right, demand or cause of action shall have first occurred.
15. **These Terms & Conditions** supersede and cancel any previous understanding or agreement, including but not limited to Buyers Purchase Order, written or implied, between the parties relating to the goods covered hereby. It expresses the complete and final understanding of the parties in respect thereto, and may not be changed in any way except in writing signed by both parties.
16. **Claims and Adjustments** – No shortage claim or error in shipment will be adjusted unless reported in writing within fifteen (15) days of receipt of material.
17. **Governing Law** – This agreement and the performance of the parties hereunder shall be constructed in accordance with the law of the Commonwealth of Massachusetts, USA.
18. **In the event the Buyer does not specify routing, Seller reserves the right to specify the routing of all shipments.**

Amended June 27, 2016