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1. **Terms and Conditions**, Seller’s offer, and its acceptance of an order for, Products, are expressly conditioned on Buyer’s assent to these Terms and Conditions. Seller rejects any contrary or additional term or condition.

2. **Price and Payment Terms.** Prices stated in this document or on preceding pages of this document are valid for 30 days. After 30 days, Seller may change prices to reflect any increase in its costs resulting from state, federal or local legislation, price increases from its suppliers, or any change in the rate, or classification of any carrier. The prices stated on the reverse or preceding pages of this document do not include any sales, use, or other taxes unless so stated specifically. Unless otherwise specified by Seller, all prices are ExWorks, Seller’s facility, and payment is due 30 days from the date of invoice. After 30 days, Buyer will pay interest on any unpaid invoices at the rate of 1.5% per month or the maximum allowable rate under applicable law, whichever is greater.

3. **Delivery Dates; Title and Risk; Shipment:** All delivery dates are approximate, and Seller shall not be responsible for any damages resulting from any delay. Unless otherwise mutually agreed in writing, Seller may deliver Product prior to a scheduled delivery date. Regardless of the manner of shipment, title to any products and risk of loss or damage shall pass to Buyer upon tender to the carrier at Seller’s facility. Seller may make the carrier and means of delivery. No deferment of shipment at Buyers’ request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Seller harmless against all loss and additional expenses. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer’s changes in shipping, product specifications or in accordance with Section 13, herein. Orders are considered complete upon shipment of - or - 10% of order quantity.

4. **Warranty.** Seller warrants that the Products sold hereunder shall be free from defects in material or workmanship for a period of 12 months from the date of delivery to Buyer or 2,000 hours of normal use, whichever occurs first. This warranty is made only to Buyer and does not extend to anyone to whom Products are sold as a resale, purchase, or other use, including Buyer’s employees. The prices charged for Seller’s Products are based upon the exclusive limited warranty stated above, and upon the following exclusions: DISCLAIMER OF WARRANTY: THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO PRODUCTS PURCHASED HEREUNDER. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Claims; Commencement of Actions.** Buyer shall promptly inspect all Products delivered for shortages for any reason. Buyer must notify Seller in writing within 10 days of delivery. All claims must be in writing and must be presented to Seller within 10 days of delivery. No other claims against Seller will be allowed unless asserted in writing within 30 days after delivery or, in the case of an alleged breach of warranty, within 30 days after the date within the warranty period on which the defect is or should have been discovered by Buyer.

6. **LIMITATION OF LIABILITY.** UPON NOTIFICATION, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE A DEFECTIVE PRODUCT OR REFUND THE PURCHASE PRICE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SALE, DELIVERY, NON-DELIVERY, SERVICE, USE OR MISUSE OF ANY PRODUCTS OR THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER’S WRITTEN CONSENT, EVEN IF SELLER IS NEGREGENT OR IN BLED IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER’S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

7. **Contingencies.** Seller shall not be liable for any default or delay in performance caused by circumstances beyond the reasonable control of Seller. Seller shall not be liable for any delay in the manufacture, or delivery of its Products. Such a delay shall be and remain Seller’s property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus belonging to Seller which is utilized in the manufacture of the Products, even if such apparatus has been specially converted or adapted for such manufacture and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discontinue or otherwise dispose of any special tooling or other property in its sole discretion at any time.

11. **Buyer’s Obligation; Rights of Seller.** To secure payment of all sums due or otherwise, Seller shall retain a security interest in the goods delivered and this agreement shall be deemed a Security Agreement under the Uniform Commercial Code, to the fullest extent of the law, in any part of the United States. All documents Seller deems necessary to perfect its security interest. Seller shall have a security interest in, and lien upon, any property of Buyer in Seller’s possession as security for the payment of any amounts owed to Seller by Buyer. Buyer shall indemnify, hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including attorney fees), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer’s employees, or any other person, arising out of: (a) improper selection, improper application or other misuse of Products purchased by Buyer from Seller; (b) any act or omission, negligent or otherwise, of Buyer; (c) Seller’s use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Products; or (d) Buyer’s use of such materials, notes, directions, or specifications furnished by or made pursuant to your agreement or written communications with respect to the subject matter are herein merged. Buyer may not assign its rights or obligations under this agreement without the prior written consent of Seller.

15. **Buyer and Seller.** If Buyer, or 2 or Seller, upon any other claim arising out of this sale and delivery of Products, it shall be Buyer’s responsibility to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. This agreement provision will remain in effect.

16. **Termination.** This agreement may be terminated by Seller for any reason and at any time by giving Buyer 30 days written notice of termination. In addition, Seller may by written notice immediately terminate this agreement for the following: (a) the commission of a breach of any term of this agreement; (b) the appointment of a trustee, receiver or custodian for all or any part of Buyer’s property; (c) the filing of a petition for relief in bankruptcy of the other Party on its own behalf, or by a third party (d) an assignment for the benefit of creditors, or (e) the dissolution or liquidation of Buyer or Seller. Buyer and Seller may terminate this agreement at any time by giving 30 days written notice of termination. Either party may terminate this agreement in whole or in part on 30 days written notice. However, Seller may terminate this agreement at any time by giving Buyer 30 days written notice of termination. Either party may terminate this agreement at any time by giving 30 days written notice of termination.

17. **Governing Law.** This agreement and the sale and delivery of all Products hereunder shall be deemed to have taken place in and shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Elkhart County, Pennsylvania with respect to any dispute, controversy or claim arising out of or relating to this agreement or to any of Seller’s employees or agents. Subject to the limitations set forth above, after a dispute has arisen, both parties expressly agree in writing to arbitrate the dispute.

18. **Intellectual Property and Other Rights.** Products designed by Seller are protected by Seller’s rights to its Intellectual Property. All requests for information, samples, materials, and prototypes, all of which shall be kept strictly confidential.

19. **Indemnity for Infringement of Intellectual Property Rights.** Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dresses, trade secrets or similar rights except as provided in this Section. Seller shall defend and indemnify Buyer against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets ("Intellectual Property Rights"). Seller will defend at its expense and pay the cost of any settlement or damages, through and against Buyer for any infringement of any intellectual property rights of Buyer that will be sued, threatened or used against Buyer by or through any party with respect to any Products or the sale or delivery of Products.

21. **Equal Opportunity Clause.** For the performance of government contracts and where dollar value of the Products exceeds $10,000, the equal employment opportunity clauses in Executive Order 11246, VEFRA, and 41 C.F.R. §§ 60-1.4(a), 60-741.5(a), and 60-250.4, are hereby incorporated.