

TERMS AND CONDITIONS OF SALE

1. ALL PRICES are FOB the factory for domestic sales. Overseas shipments will be quoted FOB destination. All prices are subject to change, but with notice to the customer, with the exception of alteration charges as specified below.
2. RESPONSIBILITY of Apple Steel Rule Die Co., Inc. the "Company", for loss or damage to merchandise terminates upon delivery to any common carrier. No claims for damages or delays while merchandise is in shipment will be allowed. Title to merchandise will transfer to consignee at place and time of shipment.
3. TERMS OF SALE shall be established as company policy upon receipt of a completed application for open account terms. Discounts, if allowed, will appear on invoices at time of shipment. If a cash discount is allowed, time periods must be strictly adhered to. If invoices are paid after the time period for cash discounts has expired, customer will be billed for unauthorized discounts. All Wire Transfer Bank Fees are the purchaser's responsibility. All returned checks are subject to a \$35 fee and all Credit Card declines are subject to a \$15 fee mandated by Apple Bank. Apple will repair or replace this product upon WRITTEN approval from Apple for a period not to exceed 45 days from the date of delivery.
4. PAST DUE INVOICES are defined as accounts receivable not paid in accordance with the terms of sale. An annual percentage rate of 18%, 1.5% per month, will be charged on all past due accounts.
5. BY PURCHASING the merchandise set forth in this invoice, Applicant stipulates to payment of ACTUAL COSTS and ATTORNEY FEES incurred to collect past due accounts. Past due accounts are defined as any monies outstanding for more than 30 days.
6. AUTHORIZATION is granted to the Company to prepare and submit credit card charges using any charge card listed in this application to recover all charges and unpaid amounts including past due invoices and other unpaid charges including reasonable legal fees.

7. OVERSEAS ORDERS or orders outside the continental United States must be accompanied by an acceptable Bank Draft or Letter of Credit through an established and acceptable banking concern.
8. ORDERS regularly entered cannot be canceled except upon terms that will compensate against loss.
9. WORK performed at customer's request shall be charged for at current rates.
10. DESIGN DRAWINGS and all preparatory work created or furnished by the company shall remain its exclusive property, and no use of same shall be made, nor may ideas obtained there from be used, except upon compensation to be determined by the owner.
11. ALTERATIONS. Proposals are only for work according to the original specifications. If, through customer's error or change of mind, work has to be done a second time or more, such extra work will carry an additional charge, at current rates for work performed.
12. DELIVERY. Unless otherwise specified, the price quoted is for a single shipment. All proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise.
13. DELAYS IN DELIVERY. All contracts are made contingent upon war, strikes, fires, floods, accidents, or other contingencies beyond the control of the company.

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