

Terms of Purchase From (AEG) Apex E Group

Terms and Prices subject to change without notice.

It's unfortunate we have state these terms because of a few dishonest people.

RECORDED CALLS:

All calls are recorded for your Protection against Credit Card Fraud

We record all calls to protect all of us from errors and credit card fraud. By ordering you authorize us to use this recording any credit card or ordering disputes.

WE ACCEPT PAYMENTS

• **Payment can be made by:** Check, Wire Transfer, we also accept Visa, MasterCard, American Express and Discover Card. Checks will take 10 business days to clear before shipping.

SALES TAX

• **California, Hawaii, Maryland, Massachusetts, Mississippi - taxes all sales including internet sales:** We have round off the tax rate of 8.6% if it is higher we will pay the difference.

INVOICES - RECEIPTS

- To help lower costs to our customers, we have implemented a paper & mail reduction program that is environment friendly.
- **Email INVOICE/RECEIPT:** To receive an INVOICE/RECEIPT please email us and you will email INVOICE/RECEIPT within 24 hours.
- **Custom invoices:** Sorry, but we do not provide custom invoices.

SHIPPING

- **Customer responsibility:** PLEASE INSPECT YOUR ORDER IMMEDIATELY UPON RECEIPT. Make sure everything is working properly. Contact us IMMEDIATELY if there are any problems. So we can send a replacement if needed.
- **Reconfirming our terms:** Signing and or opening shipped items you are reconfirming that you the Customer, Freight forwarders, and or end user agrees with all our terms.
- **Shipping claims:** All orders leave us in good condition. All claims for loss and breakage must be made with the carrier.
- **Free Shipping:** Shipping is only free if you keep the Scale or Items you ordered. We will ship to the address given. If the ZIP code doesn't match the city UPS, USPS and FEDEX will automatically change to the correct city. We are not responsible for the wrong address. We recommend they you e-mail or fax us your address. A signature is required upon delivery of package. We are not responsible for customer available for signature or pick up at local UPS, USPS and FEDEX office. Customer is responsible all shipping charges resulting from the wrong address given.

CHARGE BACK - DISPUTES

Disputes: If you request investigation of shipping, type of product ordered, credit disputes, etc. And it found not to be our fault. We reserve the right charge a \$75.00 processing fee and or interest and any Bank fees. Normal Bank charge back fee is \$50.00. Charge backs on credit card purchases will be charged ten dollars. A 3.25% to 4.5% fee may be charged for credit card purchases. Legal fees: filing, motions etc...\$250.00 per hour will be charged.

RETURN POLICY

• **No credit will be accepted without an RA or RMA number.** Write the RA or RMA number on all shipping labels and correspondence about the shipment. Do not write on cartons. Returns made without an RA or RMA number will be returned collect to you.

- **Special Case Accepted Return:** Note special case returns are marked RMA. Once you receive an RMA number you have 10 days from date you receive the RMA to return the scale. Your return must be received within 10 days from the date the RMA # is issued.

- **Accept Return:** We will accept return of most items within 3 days from date you receive the product. We cannot accept returns after this period. Call for a return authorization ("R.A.") number. Your return must be received within 10 days from the date the R.A # is issued.

- **To assure maximum credit is issued:** All items must be returned in ORIGINAL condition. All warranty cards, product manuals, etc. Must be in ORIGINAL, unaltered condition. Do not tape or deface manufacturer's original (product) cartons.

- **How to ship returns:** Pack all items to be returned in a sturdy shipping carton (you may use the original shipping carton if you wish). Print the "R.A." Number on outside of the shipping carton. Ship returned items back by the most convenient means. We suggest you ship by an insurable method.

- **Condition of Returns:** If any damage or items found to be missing, we will not accept the returned item. Customer is also responsible for all freight charges (including the discounted freight not charged on invoices).

- **Returns that are received in other than ORIGINAL condition will be assessed a restock fee.** If we accept returned merchandise, Items must be received in our possession within 15 day of purchase in undamaged container with all packing material, Manuals etc... In tacked and in sellable condition. Many manufactures have restocking fees for 15 to 35%. We have no control over these policies.

- **Returned New unopened items:** Returned within 15 days of purchases date. There will be a 20% to 40% or One hundred dollars witch ever is greater (restocking fee) plus original shipping charges, credit card fees 2.25% to 4.95% plus \$ 25.00 charge back fee and shipping to return to factory. Charges will vary from supplier to supplier.

- **Returned open items or just because you didn't want it:** Returned within 15 days of purchases date. There will be a 35% or 100 dollars witch ever is greater (restocking fee) plus original shipping charges, credit card fees 2.25% to 4.95% plus (\$25.00) charge back fee and shipping to return to factory.

- **Credit for returns:** Credit for returns are normally processed within 30 business days from the date we receive the merchandise in most cases (because of manufactures time to produce credit invoice to us). Credit will be applied to the credit card used when the original order was placed. In the event your order was paid by check or money order, a refund check will be mailed to you at the address to which we shipped the order. Second exchange or credit: Exchanged merchandise cannot be returned for a second exchange or credit.

- **Unauthorized return product:** We do not except unauthorized returns. If customer ships unauthorized return product back to the factory we are not responsible for the outcome. The unauthorized return will be held for 60 days than sold if customer doesn't call for pick of pay for return shipping.

- Because of the sensitive nature of electronic weighing products.

ABSOLUTELY NO REFUNDS ON:

1. Special orders, manufactured per order, onboard scales, automated scales, electronic circuit boards, electronic parts, load cells, wire, labels and balances, counting scales, mechanical assembled scales, test equipment.
2. Customer installable scales or products.
3. Shipping & Setup labor.

Customers are liable for all shipping & handling charges for refused or incorrect addresses.

We Reserve the Right to adjust credits and returns on a case by case basis.

- **Credit Card Charges:** If payment was made with credit cards your refund is less the credit card fee charged by VISA, MasterCard, Discover Card and American Express.

REPAIR TERMS

- **Repairs completion notification:** After Customer is notified of completion of repairs by phone or email. Payment must be made by check or credit card within 30 days. If customer faults to make payment after 60 days - Items will be sold to recover cost of repair and sales. Customer will lose all equity in said items.

- **Shipping charges:** Customer is responsible for shipping charges.

- **Free evaluation scales for repair:** We will evaluate scales for repair at no cost to you. We will determine if the scale is a warranty issue at no cost to you.

WARRANTIES

- **By the manufacturer:** Each product is guaranteed by the manufacturer (unless specifically stated otherwise). The complete warranty is included with the product. The manufacturers' warranty coverage's vary contact manufactures for details. Most cover repair or replacement of defective parts, subject to the conditions set forth. The customer is

responsible for compliance of manufactures warranty terms. After 30 days, any problems you have with your equipment should be addressed directly to the manufacturer.

- **Assist customer in repair or return:** We will assist customer in repair or return of products covered under manufacturer's warranty. Customer is responsible for all shipping charges.
- **Our responsibility:** We are in no way responsibility for these products or their warranties. Customer must have a copy of original sales order and packaging when returning items for repair or warranty claim. Manufacturer's warranty and our warranty are nontransferable.
- **Late or NON-payments:** NON - payments will void our warranties and extra benefits.
- **Misuse:** Manufactures warranty does not cover misuse of any scale. Like dropping the scale, water damage, power problems, over loading, using extension cores to operate the scale or to parts or equipment subject to accidental damage, misuse, alteration, overload, broken internal parts, uncontrollable acts of nature or deterioration due to extended storage or exposure. Any repairs and or attempt to repair the electronics or removal of serial numbers, shipping without shipping screws will void warranty.
- **Shipping:** Most Manufactures warranty does not cover shipping or freight charges.
- **International:** Some Manufactures warranty does not cover scales shipped out of the country.

PRIVACY POLICY

Privacy Policy Statement: We respect the privacy of our customers. This privacy policy statement is designed to help you understand what we do with that information. We do not sell or distribute your information. Your personal information is used for transactional purposes ONLY, or contacting you regarding your order. By using our website, you agree to the terms of the privacy policy in effect at that time. Apex will not disclose any information to third parties, unless under request to do so by a law enforcement agency, Collection agency and or Attorneys.

GENERAL TERMS

- **Legal Court Claims:** User and or purchaser agrees that all legal court claims will be handle in Alaska or whatever State Apex's Main Office is at time of law suit, over riding any laws or claims from any State in the USA or foreign country.
- **Damaged merchandise:** AEG is not responsible for merchandise damaged by customer misuse or failure to follow instructions specified in the supplied owner's manual. Full manufacturer's warranties are supplied with merchandise purchased from AEG.
- **Installable scales or products:** Because of the sensitive nature of electronic weighing products. We are not responsible for damage to load cell and or electronic products cause by mishandling and or welding. It is recommended that an experienced installer assist in any install.

Our Credit Terms and Policies over rides any other polices of purchaser.

TRAVEL TERMS

- **Delays:** AEG is not responsible for cost due to delays in flights, canceled flight, Weather related delays, Traffic and road condition.
- **Add Cost:** AEG is not responsible for added cost of travel rescheduling and or customer caused delays.

TECH SUPPORT

Free limited tech support is provided for 7 day after customer has received scales from APEX, all other tech support may be charged.

To receive tech support:

Please understand APEX may be dealing with other customers. You may have to schedule a time for tech support.

NOTE: After hour and weekend support is available for a fee.

Upon request, customer must email pictures of scale installation per APEX instructions, before Apex will assist in phone tech support; terminal strip wiring, prox switch install, load cell install etc.

Customer must provide purchase information requested by Apex to identify customer.

LABOR RATES

- **Travel Time & Labor Rate:** \$ 95.00 to \$ 125.00 per hour.

• **Onsite Training Rate:** \$ 150.00 plus travel time and expenses (airfare, hotels, car rentals, meals etc.)

Notice: Scales are calibrated with certified test weight a change in gravity and elevation can affect scales calibration by maybe one increment in capacity of scale. This amount may vary. Manufactures May update, change features, packaging, colors without notice.

Disclaimer: Prices and Product availability are subject to change without notice. Specials and Promotions may be limited to stock on hand. We are not responsible for typographical errors or manufactures claims.

Apex E Group

PO BOX 421 Carrollton, OH 44615

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