



WARRANTY

All merchandise designed, manufactured or assembled by Apache is warranted at the time of shipment to be free from defects in the original design, material and manufacturing, provided such merchandise is properly installed and used only for the intended purpose and under normal service conditions. Liability with respect to any such merchandise proved defective is limited to buyer's net purchase price or, at Apache's option, to the repair or replacement thereof upon its return to Apache freight prepaid. In no event shall Apache be liable to supply or pay for labor, downtime, or any loss or damage, either direct, incidental or consequential. All merchandise supplied by Apache but designed, manufactured and assembled by others shall be accepted by Buyer with only those warranties made by such vendors or manufacturers and in lieu of any additional warranties on the part of Apache. This warranty is expressly made in lieu of any and all other warranties including the warranty of merchantability and fitness for a particular purpose.

Limitation of Remedies and Liability

BUYER'S EXCLUSIVE REMEDY IS THE LIMITED WARRANTY SPECIFIED IN PARAGRAPH 7. The liability OF Apache arising from your purchase of goods is limited to the repayment of the purchase price or the repair and replacement of the nonconforming goods or parts. In no event will Apache be liable for ANY INDIRECT, SPECIAL, PUNITIVE, consequential or incidental damages including without limitation injury to person or property or any loss resulting from your general or particular requirements regardless of whether Apache has knowledge of them, which would include without limitation lost profits, or business interruption. If you do not agree to this term, Apache does not agree to sell you any goods. By agreeing to purchase the goods you are indicating your assent to this condition.

Limited Warranty and Disclaimer of Warranties

Apache warrants that the goods purchased under this order are free from manufacturing defects and the quantity and type of goods delivered will conform to the quantity or type of goods described on your PO. APACHE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If you do not agree to this term, Apache does not agree to sell you any goods. By agreeing to purchase the goods you are indicating your assent to this condition.

Returned Material

In the event of Buyer ordering error, material may be returned for credit toward purchases of other Apache products less a twenty percent (20%) handling charge for restocking. Fabricated and Special order items ARE NOT RETURNABLE. No credit will be issued for return of goods older than sixty (60) days (from the date of shipment) or for products not returned in their original unopened factory package. A "Return Material Authorization" (RMA) number and package specific return-shipping instructions must be obtained from the Apache Customer Service Department before any material may be returned. Unauthorized returns may result in the product being refused and returned, or accepted with a twenty percent (20%) restocking fee or \$100.00 transaction charge, whichever is greater. If product is not authorized for return with an Apache RMA and routed through an approved carrier, the supplier may be back charged for excess freight costs incurred plus a \$150.00 Service Fee.

Change of Buyer's Name, Address or Reorganization

Buyer hereby agrees to notify Apache Credit Department in writing of any changes of name or address of any corporate reorganization or change of ownership, which may affect the information on your Credit Application.