

## Shipping Terms

- **COLLECT** - company account (information **required** at time of order) or,
- **PREPAID and ADD** - must be noted on Purchase Order or,
- If **customer arranges freight shipping**, then our terms are as follows;

Proposal *does not* include shipping costs. Shipping terms are Ex Works (EXW) APS dock, Decatur, IL (loading included). APS will notify your carrier of the weight and size of the designated load. We will assist your carrier in the loading of the equipment at our facility.

If you change to **PREPAID and ADD** at a later date:

Change fee of \$200 will apply. Purchase Order must be revised to reflect change or Align Production Systems change order signed

## Payment Terms

Our proposal is based on the following milestone progress payments:

- Domestic Orders Less than or Equal to \$50,000
  - i. A down payment of fifty percent (50%) of the order value must be received at the time of order.
  - ii. Final payment shall be due thirty (30) days after shipping from our dock.
- Domestic Orders Greater than \$50,000
  - i. An earned deposit equal to twenty percent (20%) of the order value to be invoiced upon sales order confirmation, payment due net 10 days from date of invoice.
  - ii. Upon signature of approval drawings by customer, for manufacturing of the product, an additional earned payment equal to thirty percent (30%) of the order value to be invoiced, payment due net 10 days from date of invoice.
  - iii. Upon completion of fabrication, an additional earned progress payment equal to thirty percent (30%) of the order value will be invoiced, with payment due net 10 days from date of invoice.
  - iv. Final payment shall be due thirty (30) days after shipping from our dock.

Failure to pay within these guidelines may delay progress in production of equipment, and eighty percent (80%) of order value must be received prior to releasing product for shipping. Any delays in manufacturing will not be made up by APS, unless APS schedule permits.

- International Orders
  - i. A down payment of fifty percent (50%) of the order value must be received at the time of order.
  - ii. Remaining fifty percent (50%) of the order is due upon delivery to our dock (Decatur, IL) and must be received prior to shipping. We must receive a wire transfer in the amount of one hundred percent (100%) of the order value before releasing the order for shipping on all international orders.
  - iii. Remit all payments to:  
Align Production Systems, LLC  
424 South Woods Mill Rd.  
St. Louis, MO 63017

For wire transfers:

Busey Bank  
Routing #07 11 02568  
Credit account #11520973  
N/O Align Production Systems LLC

### **Engineering Change Orders:**

Any changes to order after processing of purchase order and sales order confirmation will require engineering change order (ECO) form to be processed with potential for charges and fees associated with requested change. To proceed with any changes to scope, the ECO will need to be signed with corresponding change to purchase order and or new purchase order issued. In addition, the lead-time can be affected based on scope of ECO requested.

# Standard Terms & Conditions

## **1. Warranty**

### 1.1 Standard Warranty

Align Production Systems (APS) provides its standard one (1) year warranty for all equipment supplied. The warranty period begins on the date of delivery. The full terms of the APS standard warranty are available at:

<https://alignprod.com/warranty>.

### 1.2 Warranty Disclaimer

Except as set forth in the APS standard warranty, APS makes no other warranties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed.

### 1.3 Warranty Claims

APS will not be liable for breach of warranty unless:

- You provide written notice of the defect during the warranty period.
- APS is given a reasonable opportunity to inspect the components.
- APS verifies, in its reasonable discretion, that the components are defective.

If a site visit is requested, APS will provide a proposal for travel expenses, and a purchase order must be issued before departure. If the claim is valid, APS will bear the travel costs. If invalid, APS will invoice travel costs against your PO.

### 1.4 Remedy Timeline

APS will address valid warranty concerns in a timely manner, consistent with the work required and availability of components necessary to complete the remedy.

## **2. Agreement & Terms**

### 2.1 Entire Agreement

These terms, together with the proposal and any referenced attachments not superseded, form the entire agreement between you and APS. No additional or conflicting terms in purchase orders or other documents shall apply unless expressly agreed in writing by APS approved officer.

### 2.2 Purchase Orders

All purchase orders must reference the APS proposal number and final revision, include customer contact information, Bill To, and Ship To details. APS accepts electronic purchase orders as valid and binding.

### 2.3 Governing Law & Jurisdiction

This proposal is governed by the laws of the State of Illinois. Any cause of action shall be brought exclusively in the United States District Court for the Southern District of Illinois or the state courts of Saint Clair County, Illinois.

### 2.4 Severability

If any provision of these terms is invalid or unenforceable in one jurisdiction, it shall not affect the validity or enforceability of the remaining provisions or in other jurisdictions.

## **3. Liability**

### 3.1 Limitation of Liability

Neither party shall be liable for special, indirect, incidental, or consequential damages, including loss of profits, revenues, use, downtime, or third-party claims, whether arising in contract, tort, or otherwise. APS's total liability under this proposal shall not exceed the fees actually paid to APS.

### 3.2 Exclusions

Nothing in this section limits liability for gross negligence or willful misconduct.

### 3.3 Force Majeure

APS shall not be liable for any delay or failure due to causes beyond its reasonable control, including but not limited to natural disasters, war, civil unrest, terrorism, labor disputes, fire, equipment failure, pandemics, material shortages, carrier delays, embargoes, or governmental regulations (whether valid or invalid), including priority, requisition, allocation, or price control.

## 4. Orders & Pricing

### 4.1 Payment Terms

Payments are due from invoice date according to the net terms agreed upon. Past-due balances incur a service fee of 1.5% per month. APS reserves the right to suspend performance for non-payment. All payments are in U.S. dollars unless otherwise agreed in writing.

### 4.2 Taxes

Prices exclude sales, use, excise, privilege, VAT, GST, or other taxes. If APS is required to pay such taxes, the customer shall reimburse APS upon demand.

### 4.3 Specification & Compliance Disclaimer

Unless specifically noted, all pricing and scope are based on APS standard specifications. Compliance with local, state, national, or customer-specific codes, standards, or specifications is excluded unless expressly identified in writing. Customers must provide all compliance requirements prior to proposal submission. Additional charges apply if compliance is required after proposal acceptance without prior acknowledgment.

### 4.4 Component Minimums

If suppliers require minimum purchase quantities that create excess components APS cannot use, APS may pass these costs to the customer, with reasonable notice provided before charges are applied.

## 5. Shipping & Delivery

### 5.1 Shipping Terms

Unless otherwise noted, shipping terms follow Incoterms (EXW – APS dock, Decatur, IL, loading included). Risk of loss passes to the customer upon carrier pick-up.

### 5.2 Export Compliance

APS exports in accordance with U.S. Export Administration Regulations (EAR). Customers are responsible for obtaining all required import licenses or authorizations.

### 5.3 Tariffs, Duties & Import Fees

All tariffs, duties, import fees, and related charges are the customer's responsibility unless expressly included in the proposal. If APS agrees to cover such costs, coverage applies only to rates effective at the time of purchase order. Any subsequent increases or decreases are the customer's responsibility.

### 5.4 Delays, Storage & Termination

- If delivery is delayed <90 days at customer request, APS may charge for storage, incidental costs, and rework.

- If shipment is ready but delayed for reasons beyond APS's control, APS may invoice the balance due.

- If performance is delayed >90 days at customer request, APS may treat it as termination for convenience and charge as follows:

a. Prior to approval drawings: 15% of contract value.

b. After approval drawings: 15% + engineering (\$150/hr)

c. After engineering completion: 20% + engineering (\$150/hr).

d. After release of engineering & material procurement: 50% + labor (\$150/hr), not to exceed full contract value.

e. Once 50% of build is complete, APS may, at its discretion, deem the contract non-cancellable.

## 6. Changes to Scope

Customer-requested changes must be approved in writing by APS before implementation. Price, schedule, and contract terms shall be adjusted accordingly. APS is not obligated to proceed with changes until such agreement is executed.

## 7. Intellectual Property & Confidentiality

### 7.1 Intellectual Property

APS retains all rights in its designs, engineering, drawings, data, and other materials. Customers are granted a limited license to use deliverables solely for operation and maintenance of the equipment.

### 7.2 Confidentiality

Customers shall keep APS proprietary information confidential and not disclose it to third parties without prior written consent. Confidentiality obligations remain in effect for five (5) years after disclosure.

## 8. Marketing & References

APS retains the right to use its work and designs for future projects, marketing, and resale. With customer consent (not unreasonably withheld), APS may use testimonials, case studies, or references in its marketing materials.

## 9. Corporate Identity

Align Production Systems, LLC does business as Align Production Systems, Airfloat, and Hedin USA.

## General Clarifications

### 1. Proposal Validity & Pricing

All prices are quoted in U.S. dollars and are valid for thirty (30) days from the date of the proposal, unless specifically noted otherwise. This proposal is subject to change or withdrawal by APS at any time prior to acceptance and/or receipt of the initial payment or deposit.

### 2. Lead Times & Shipping Dates

Proposed lead times and shipping dates are estimates based on APS production capacity and order backlog at the time of proposal. Upon receipt of order and deposit, APS will review quoted lead times and reserves the right to coordinate and adjust with the customer based on workload, backlog, or long-lead component availability.

### 3. Codes & Standards

All equipment is designed, manufactured, and assembled to APS standard specifications unless noted otherwise.

APS designs generally adhere to:

- a. American Iron and Steel Institute (AISI) – steel shapes and standards
- b. American Society for Testing and Materials (ASTM) – raw material properties
- c. American Welding Society (AWS D1.1) – welding steel structures
- d. National Electric Manufacturers Association (NEMA 1) – electrical wiring
- e. National Fire Protection Association (NFPA 70) – electrical wiring

### 4. Data Collection

Any data collected by APS personnel while on-site or through interviews is for use in preparing this proposal only and must be reviewed and validated in writing by the customer. Issuance of a purchase order constitutes confirmation that all data used in this proposal is accurate.

### 5. Approval Drawings & Buy-Off

APS will submit approval drawings per the quoted lead time after receipt of order and deposit. Approval drawings are expressly incorporated into this proposal. Prompt authorization and return of drawings is required for timely manufacture. For equipment requiring signed approval drawings, in-person buy-off at APS's manufacturing plant is required. If the customer elects not to attend:

- a. Any modifications after shipment will require return shipment at the customer's expense.

b. APS can provide in-field modifications at its standard service rates.

c. All payments under the original invoicing schedule remain due.

### 6. Documentation

This proposal includes one (1) electronic PDF copy of the Owner's Manual (if applicable), provided in English only. The manual will be transmitted electronically prior to delivery when possible.

### 7. Paint & Finish

Unless otherwise noted, all equipment will be painted to APS specifications using standard brand colors and an air-dried enamel finish.

### 8. Packaging & Crating

APS will provide adequate, standard packaging for outgoing equipment. If special packaging is required, APS will quote and provide these materials at additional cost.

### 9. Flooring Requirements

For Airfloat equipment, performance is conditioned on the customer meeting Airfloat flooring specifications  
See: [AirfloatFlooringSpecs.pdf](#).

For APS and Hedin USA equipment, performance is conditioned on the customer meeting Hedin USA flooring specifications. See: [HedinUSAFlooringSpecs.pdf](#)

APS does not guarantee performance on non-compliant floors unless expressly documented.

### 10. Environmental Conditions

APS does not guarantee performance of its equipment under environmental conditions outside its reasonable control, including but not limited to dust, water, grease, oil, extreme temperatures, corrosive substances, or poor floor conditions.

### 11. Scope Exclusions

Unless otherwise noted, APS is not responsible for:

- a. Field installation or commissioning services at the customer's site.
- b. Integration of APS equipment into larger systems or facilities, unless APS has been specifically contracted to provide such engineering. Customers are responsible for proper integration and safe use of APS equipment.