

INTRODUCTION

CUSTOMER. Customer is the person or entity purchasing products or services from Apex Fasteners.

ACCEPTANCE OF CONTRACT TERMS. By purchasing products from Apex Fasteners Customer agrees to have read, understood and agree to be bound by all of the provisions set forth herein and below (collectively, the "Terms and Conditions"), all of which constitute an agreement between Customer and Apex Fasteners. The unenforceability of any one of the Terms and Conditions shall not affect the enforceability of any of the other Terms and Conditions. The terms and conditions on any quotation, order acknowledgment, invoice or other form Customer receives from Apex Fasteners are incorporated into these Terms and Conditions by reference. These Terms and Conditions constitute the exclusive agreement between Customer and Apex Fasteners, except as otherwise agreed in writing signed by Apex Fasteners. Apex Fasteners' failure to assert a right or insist upon compliance with any term or condition shall not constitute a waiver of that right or excuse any subsequent noncompliance. None of the Terms and Conditions shall be deemed to be waived or modified unless in writing and signed by the party against whom waiver or modification is sought. No waiver of any provisions in the Terms and Conditions shall be deemed a waiver of any other provision or a continuing waiver of that provision. These Terms and Conditions are effective as of March 1, 2002. Apex Fasteners reserves the right to change them by posting a revision on our web site.

SUPERSEDING EFFECT. The Terms and Conditions shall be deemed to supersede any agreement entered into by the parties concerning the materials, or any prior or subsequent course of dealing, written or oral, or any trade usage, or any terms or conditions of Customer's purchase order or other documents received from Customer.

SALES TERMS

PURCHASES; PRICES; AND PAYMENTS. Customer purchase orders may not be cancelled or substantially modified by Customer unless Apex Fasteners consents thereto in writing. We reserve the right to correct typographic errors and reject orders. Applicable law may prevent the sale of some products in your area. Prices, title and risk of loss are F.O.B. our warehouse. Product prices don't include applicable taxes, duties or shipping and may be changed without notice. Open accounts are available on approval. Payment on open accounts is due within 30 days of shipment, net 30 days. Visa, MasterCard, and American Express are accepted for telephone, web site and fax orders. Credit card arrangements are subject to change. Late Payment Fees and/or a finance charge at the rate of one and one half (1 ½ %) percent per month (or the highest rate permitted by law, if lower) of the invoice balance will be charged if payment is not received within thirty (30) days from the due date.

TAXES AND DUTIES. In the event any taxes or duties are imposed or increased on the materials covered by an invoice between the date of purchase and the date of delivery, Customer agrees that the amount thereof shall be added to the price of the materials covered by the invoice. Customer further agrees to pay all applicable federal, state and local taxes, upon or on account of the materials covered by the Invoice.

PRODUCT INFORMATION. All products sold to customer hereunder will conform to the specifications of Customer's order. The size, gauge, temper, surface quality and tolerances of materials shall conform to industry or trade standards and/or the specifications, drawings and other requirements agreed upon between Customer and Apex Fasteners. Quantity variations of +/-10% shall be acceptable on production orders of product. Customer may not reject materials based upon quantity variations as indicated above.

DELIVERY. Subject to the term of the Invoice. Apex Fasteners will use its efforts to deliver the materials in an orderly and businesslike fashion following its receipt of the same from suppliers, etc. In the event Customer requests a postponement of the delivery, Apex Fasteners, at its option, may choose to do so as an accommodation by Apex Fasteners and does not relieve Customer of its obligations hereunder.

INSPECTION. Customer shall inspect the materials within twenty four (24) hours after delivery. Unless Customer gives written notice to Apex Fasteners within twenty (20) days from the delivery date specifying any damage or defect or other objection to the materials or shipment, it shall be conclusively presumed, as between Customer and Apex Fasteners, that Customer has fully inspected and acknowledged that the materials comply with all the terms, conditions and specifications of the order and that Customer is satisfied with and has accepted the materials in such condition and repair. If defects or shortages are found, Apex Fasteners shall make best efforts to provide replacement or substitute delivery of products.

RETURNS. No returns will be accepted without prior return authorization from Apex Fasteners. All requests for returns must be made within thirty (30) days from the delivery date. Materials tendered for return (except those tendered for defects) must be in saleable condition, packed in original cartons if possible and returned shipping prepaid to Apex Fasteners accompanied by a Returned Material Authorization (RMA) number clearly displayed on the shipping label. Regardless of shipping terms, materials returned shall remain at the risk of Customer until actually received by Apex Fasteners. Any product quoted as "Non-Returnable" cannot be returned.

LIMITED PRODUCT WARRANTY. Materials will, at the option of Apex Fasteners, be accepted for return, repair, or replacement, provided Customer gives written notice of the damage, defect or other objection to the materials, to Apex Fasteners within twenty (20) days from the delivery date. Thereafter, Apex Fasteners shall have no further obligation. Apex Fasteners makes no additional warranties, whether express or implied, with regard to products furnished or services performed under this agreement and specifically disclaims any additional warranty of merchantability, fitness for a particular purpose, non-infringement or any warranty arising by usage of trade, course of dealing or course of performance. Apex Fasteners shall not be obligated to accept the tender of any materials for return, repair or replacement if Customer: (a) Makes or attempts to make alteration of any kind to the materials: (b) is negligent or does not use due care with regard to the materials: (c) Subjects the materials to abuse or other than ordinary use: (d) Permits any third party to do any of the foregoing: (e) Does not give notice of the existence or nature of any damage defect or other objection to the materials within the time periods specified herein

GOVERNMENT PROCUREMENT. Items sold by Apex Fasteners may not meet certain government procurement requirements (such as those imposed by the Buy American Act). Upon request, we will provide you with origin information. If you require other information or have other special needs, please contact our Sales Department to clarify all such requirements prior to ordering.

OTHER PROVISIONS

LIMITATION OF LIABILITY. Under no circumstances shall Apex Fasteners be liable in contract, warranty, tort or otherwise for any special, exemplary, incidental or consequential damages that result from Customer's purchase of any products from Apex Fasteners or any use of, or the inability to use, any content on our website, even if Apex Fasteners has been advised of the possibility of such damages. Apex Fasteners makes no warranties or representations, express or implied, in fact or in law including without limitation implied warranties of merchantability or fitness for any particular purpose. In no event shall Apex Fasteners be responsible for payment of any incidental or consequential damage including without limitation loss of use, loss of property, personal injury, loss of profit or liability to third parties. Apex Fasteners makes no representation or warranty that products offered for sale are legal, available or appropriate for your purposes or for use in your country or region. Apex Fasteners will not be liable for any damages or claims with respect to any goods that Customer in any way or degree has processed, or changed in dimensions or characteristics from the goods as ordered, or subject them to abuse or other than ordinary use or been negligent or does not use due care with regard to materials or permitted a third party to do any of the foregoing.

CUSTOMER OBLIGATIONS. Customer warrants, represents and agrees: (1) to comply with all laws; (2) that Apex Fasteners' sale and shipment of any product ordered by Customer will not, by export thereof, Customer's legal status or otherwise, cause Apex Fasteners to violate any law; and (3) to indemnify Apex Fasteners against any losses and costs incurred from a failure by Customer to comply with any law or these terms and conditions or from any unlawful use by anyone of any product ordered by Customer.

INDEMNIFICATION. Customer shall indemnify against and hold Apex Fasteners harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from Customer's possession or use of the materials. Customer shall pay Apex Fasteners all costs and expenses, including attorney's fees, incurred by Apex Fasteners in exercising any of its rights or remedies hereunder or in enforcing any of the terms, conditions or provisions of this Invoice.

FORCE MAJEURE. Apex Fasteners shall not be liable to Customer for any delay or failure to perform its obligations with regard to the order covered by this Invoice or otherwise if the same arises from any cause beyond the reasonable control of Apex Fasteners including but not limited to labor disputes, strikes, other labor or industrial disturbances, inadequate transportation facilities, delays or interruptions in transportation, currency or price fluctuation, acts of God, floods, lightning, shortages of materials, rationing, utility or communications failures, malfunctions or disturbances, earthquakes, casualty, war, acts of the Public Enemy, riots, insurrections, embargoes, blockages or actions, restrictions, regulations or orders of any government agency or subdivision thereof.

ASSIGNMENT. The Customer may not assign its right under this Invoice without the prior written consent of Apex Fasteners. No other person or entity may claim any rights either through contract or as third party beneficiary thereto for purchases made from Apex Fasteners by Customer.

NOTICES. All notices required or permitted in connection with this Invoice shall be in writing and sent by registered or certified mail, returned receipt requested with proper postage affixed. Notices shall be sent to the address for the party indicated on the face of the Invoice or to such other address which the party may from time to time designate in writing. Notice shall be deemed given upon receipt.

JURISDICTION AND CHOICE OF LAW. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California, without giving effect to conflict of law principles, and applicable federal law. Any personal information submitted will be subject to these laws, not those of any jurisdiction outside of the United States. Customer irrevocably consents to the exclusive jurisdiction of the courts located in Los Angeles, California in connection with any action arising out of or related to these Terms and Conditions or our web site. Notwithstanding the foregoing, proceedings to enforce the result of any such adjudication may be brought in any applicable forum.

WEB SITE USE

GRANT OF LIMITED USE LICENSE. Apex Fasteners grants Customer a limited, nonexclusive, non-transferable license to access and use this web site only in accordance with and for the purposes set forth in these Terms and Conditions. Customer does not have permission to access or use this web site in any way or for any purpose that involves a violation of these Terms and Conditions. Apex Fasteners retains the right to terminate Customer's limited use license at will, at any time.

OWNERSHIP AND SCOPE OF LICENSE. This web site is intended only for Customer's use in deciding whether to purchase products from Apex Fasteners and in purchasing products from Apex Fasteners. Customer may access and make a limited number of copies of the frames or pages only as needed for this limited purpose. All title, ownership and other rights in and to this web site are owned or licensed from a third party by Apex Fasteners. Any unauthorized use, change of information, or interference with the availability of, access to proper working of or security measures on this web site is strictly prohibited.

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USER CONTENT. Any ideas Customer discloses to Apex Fasteners shall be deemed the property of Apex Fasteners and we are free to use any such disclosure for any purpose and in any media without compensation, and Customer warrants that all "moral rights" in any such disclosure have been waived. Apex Fasteners reserves the right to regulate all content provided by third parties on this web site, but we are not responsible for that content. When participating in interactive portions of this web site, Customer represents that Customer has the right to use any information or content Customer uploads or posts and agrees to abide by the following rules: (1) Customer will not provide infringing, defamatory, obscene, threatening, abusive, illegal or otherwise improper content; (2) Customer will not upload viruses or harmful components; (3) Customer will not use the web site to further any unlawful purpose or to violate the rights of any party; and (4) Customer will not provide content for a commercial purpose.

PRIVACY POLICY. Customer is responsible for maintaining the confidentiality of Customer's password and account and for all activities that occur therein. Name, e-mail, mailing address and billing information are required when placing an order for a product in order to fill, confirm and ship the order and notify Customer of order status. This site may collect Customer's IP address or domain name for site administration purposes. Apex Fasteners does not rent, sell or otherwise distribute to others any information about our customers, except that we may provide Customer's personal information to companies engaged to deliver an order. Apex Fasteners reserves the right to disclose without notice to Customer any information in our possession if we believe we are required to do so by law, to protect or defend our rights or property, or to respond to an emergency. While Apex Fasteners endeavors to use reasonable efforts to safeguard the confidentiality of Customer's information, the Internet is not totally secure. Due to the possibility of transmission errors, hacking or other unauthorized third party activities, Apex Fasteners cannot guarantee that data on this site will remain secure. If Apex Fasteners becomes aware of a security breach involving this web site, we will make all legally required disclosures, consistent with our ability to determine the scope of the breach, our need to restore the integrity of the system and the needs of law enforcement. This site is not intended for use by, and Apex Fasteners does not intend to collect personal information from, children under 13 years of age, who are directed not to use this site, whether to submit personal information or otherwise. Apex Fasteners' web site contains links to web sites which are not under the control of Apex Fasteners. We are not responsible for the privacy practices of any linked site. Whenever we transmit your credit card information over the Internet, we use the industry standard Secure Socket Layer (SSL) encryption for all pages containing private information pertaining to your shipments.

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