



**API Price List
Terms and Conditions of Sale**

Orders

- ❖ Call 800-942-0315 or email to place your order
- ❖ We ship via UPS Ground, other methods available
- ❖ Prices F.O.B. Libertyville, IL USA, Freight prepaid & add

Payment Methods

Credit card, prepay, or Net 30 with approval.
Net 30: See steps at right to open an account with us.
See below and next page for additional terms and conditions.
You may also order through your local sales partner or our international exporter. Contact us for information.

To Open a Net 30 Account

- ✔ 3 credit references with phone & email or fax number
- ✔ A bank reference with phone & email or fax number
- ✔ Name, phone, email of accounts payable supervisor
- ✔ Email info to credit@api-usa.com or fax 800-949-7502
- ❖ Allow 1 to 3 weeks for approval, subject to credit reference response times
- ❖ \$400 minimum order for new Net 30 customers
- ❖ Established Net 30 customers may contact us to set up ACH bank transfers

Remit To

Absolute Process Instruments, Inc.
Accounts Receivable
1220 American Way
Libertyville, IL 60048 USA

Include your API order number with your payment

These Terms and Conditions supersede all previous versions. For the latest version see api-usa.com/terms



Quotations

Quotations are valid for 30 days unless otherwise agreed upon in writing. Prices quotations may not include all applicable taxes, freight, duties, or supplier surcharges.

Imported product quotations are based on the USD to corresponding currency exchange rate at the time of quotation. If the exchange rate has changed by more than 5%, API reserves the right to void the original quotation and issue an updated quotation.

Lead Times for Standard Delivery ARO

API signal conditioners and Cecomp products are built to order. APCS signal conditioners and Camille Bauer products are built to order and imported. Seneca products are imported and popular Seneca products may be stocked. Please call the factory with quantity and model number for lead times.

Minimum Order for Products or Services

\$150 minimum order for credit cards, prepay, or established Net 30 customers.

\$400 minimum order for first time Net 30 customers.

Please call the factory if you need an exception to this policy. Many of our dealers stock popular items and accept small orders.

Handling Fee

A \$10 handling fee will be added to all orders.

Rush Orders

See price list for Expediting Fee. Expediting may be possible for API and Cecomp products and repairs. Contact the factory to discuss your expediting options.

Rush orders may be subject to the following conditions:

- To avoid delays your order must include complete product ordering information. See datasheets or call us.
- Expediting may not be possible due to limitations on production capabilities or parts supplies.
- Allow time for us to approve and process your order.
- In cases where we approve same day shipping, we must receive your order as early in the day as possible.

No Dealer Discounts on Some Items

Services such as calibration, repairs, rush order fees, handling fees, and shipping do not have dealer discounts.

Some accessories do not have dealer discounts. See price list for details.

Modifications and Specials

Consult factory for availability and lead times for modified or special products.

Modification charges, minimum quantities, and non-refundable engineering charges may apply to modified or special products.

Warranty

See next page for detailed warranty information.

Return Materials Authorization Number (RMA#)

Before returning any product, please obtain a Return Materials Authorization number (RMA#) by calling Customer Service at 800-942-0315 or email sales@api-usa.com.

Shipping costs for returns must be prepaid by the customer.

For your protection, items must be carefully packed to prevent damage in shipment and insured against possible damage or loss. API will not be responsible for damage resulting from careless or insufficient packing or loss in transit.

Cancellation and Restocking

A 30% restocking fee will be assessed on any canceled order that has shipped or for any product returned for credit.

Include the RMA# and information regarding the reason for the return with the returned product.

Only new and unused products in their original packaging and less than 6 months old may be returned for credit.

Installed, used, damaged, modified, or customized products can not be returned for credit.

API reserves the right to examine all returned products and determine the type and amount of credit to be issued.

Repairs, Refurbishment, and Calibration

For helpful information see www.api-usa.com/service or

www.cecomp.com/service

Include the RMA# and information regarding the reason for the return with the returned product.

There is a \$89 minimum evaluation or repair charge for non-warranty repairs.

If API determines that the product issue is covered under warranty, the evaluation charge will be waived.

Allow 7-10 days for service plus shipping time.

If 5 or more items are returned for repair, allow 10-14 days for service plus shipping time.

If 20 or more items are returned for repair, allow 15-20 days for service plus shipping time.

Contact the factory to discuss expedited repair options and we will do all we can to accommodate your request.

You must remove all wiring, fittings, isolators, adapters and clean off any oils, residue, or other materials.

If API determines that the returned product is under warranty, we will repair the product or warranted parts thereof at no charge, or if unrepairable, replace it with the same or functionally equivalent product whenever possible.

API will return the warranted product at its expense via a shipping method (carrier to be at sole discretion of API) equal to or faster than the method used by the customer.

Products or parts thereof not covered by warranty will be repaired or replaced at customer expense upon customer authorization.

API will return the repaired product at customer expense via a shipping method (carrier to be at sole discretion of API) equal to or faster than the method used by the customer.

Registered Trademarks of Absolute Process Instruments, Inc. Cecomp®, SaniGauge®, API logo, Cecomp logo, ThermoPro®, Loop-Tracker®, TriScan®, IsoSplitter®, Digi Max®, DuoPak®

Prices, models, options, specifications subject to change without notice. See api-usa.com for latest pricing and product information.



www.api-usa.com/cb

Sineax signal conditioners and transmitters
Sineax power meters and transducers
Kinax position transducers



www.api-usa.com/seneca

Specialty signal conditioners and transmitters



www.api-usa.com/apcs

Specialty signal conditioners and transmitters



Terms and Conditions of Sale

The Absolute Process Instruments, Inc. (referred to as "API" in this agreement) Terms and Conditions of Sale (Terms), shall apply to all quotations and offers made by and purchase orders accepted by API. API's failure to object to provisions contained in any communication from customer shall not be deemed a waiver of these terms.

These Terms apply to all sales made by API except to the extent the Terms conflict with a signed Exception Agreement signed by both API and customer. By placing an order with API, you agree to be bound by these Terms and Conditions of Sale. These Terms may in some instances conflict with some of the terms and conditions affixed to the purchase order or other procurement document issued by the customer. In such case, the Terms listed herein shall govern.

1. Payment and Shipper

Except as otherwise set forth on the front of this document: Terms of payment are NET 30 days from invoice date; prices are FOB Libertyville, IL, normal shipment via UPS Ground pre-pay and add; and product prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of customer.

Prices are conditioned upon timely payment and any past due balance will accrue interest at the monthly rate of one and one-half percent per month (18% per annum). Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs. API reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of customer's creditworthiness or should customer fail to fulfill any obligation when due. Payments must include the API order number and be remitted to

Absolute Process Instruments, Inc.
 1220 American Way
 Libertyville, IL 60048 USA

In the absence of prior agreement as to shipping, API may select a carrier. API's responsibility for any loss or damage ends, and title passes, when products are delivered to the carrier, to customer, or to customer's agent (including, without limitation, any test house or value added service provider), whichever occurs first.

2. Sales and Use Tax Policy

All purchases and repair services are subject to our Sales and Use Tax Policy. Prices quoted do not include applicable taxes or duties. Buyer is solely responsible for paying all applicable taxes and duties. The Seller will collect sales taxes where required by law and the amount collected will be stated separately on the invoice.

Buyer must provide Seller with a duly executed sales tax exemption certificate or direct pay authority for the jurisdiction where the order will be delivered to avoid sales tax charges and order processing delays. A Buyer using a restricted sales tax exemption certificate (per purchase order) must reference the state sales tax exemption number for all items on the purchase order exempt from sales tax.

Buyer agrees to reimburse Seller for any such tax, including penalties and interest, should it be determined at a later date that tax should have been assessed by the responsible tax jurisdiction.

3. Warranties

Products manufactured by API are warranted to be free from deviations in material and workmanship according to the product category below. During this time, and within the boundaries set forth in this warranty statement, API will, at its sole discretion, correct the product problem or replace the product.

| | |
|---|--------------------------------------|
| Signal conditioners manufactured by API: | Limited 6 year from date of purchase |
| API labeled current sensors and switches: | 5 years from date of purchase |
| Cecomp Electronics products: | 1 year from date of purchase |
| Camille Bauer products: | 3 years from date of purchase |
| APCS products: | 1 year from date of purchase |
| Seneca products: | 1 year from date of purchase |

This warranty shall not apply to product problems resulting from

- a) Improper application, improper installation, incorrect wiring, or operation outside of the approved specifications of the product;
- b) Accidents, power surges, power disruptions, power outages, static electricity, or improper voltages or currents;
- c) Inadequate site maintenance or preparation;
- d) Abuse, misuse, or unauthorized modification;
- e) Unexpected impediments to perform, unforeseeable or external events, acts of God, force majeure, weather and its effects, natural or man-made disasters, hazardous substances, condensation, fire, floods, earth movement, riots, military action, strikes, etc.

API products are not for use for, with, or in any medical devices or applications including, but not limited to, patient care, life support systems or medical research. API assumes no responsibility or liability for any loss or damages resulting from use of an API product in a medical or life support application. API products are not for use for, with, or in any hazardous environments unless designated on the product.

Customer will indemnify and hold API harmless from any loss, cost or damage resulting from customer's breach of the provisions of this provision. This warranty is in lieu of all other warranties, expressed or implied, including but not limited to any implied warranty of merchantability, fitness, or adequacy for any particular purpose or use. API shall not be liable for any special, incidental, or consequential damages, whether in contract, tort, or otherwise.

In no event shall API be liable for direct, indirect, special, incidental or consequential damages (including loss of profits or loss of time) resulting from the performance of an API product. In all cases, API's liability will be limited to the original cost of the product in question.

API reserves the right to make changes in the design, specifications, construction, and appearance of products without notice. API may at its sole discretion discontinue support, warranty, or repair of products which it deems are obsolete or for which repair parts are no longer available. No employee or agent of API has the authority to modify the terms of this warranty in any manner whatsoever without the express written permission of API.

4. Terms

a) API retains a purchase money security interest in all products sold by API to customer, and in the proceeds of any resale of such products, until the purchase price and any other charges due to API have been paid in full. Customer agrees to execute any financing statements API may request in order to protect API's security interest, and hereby authorizes API to execute and irrevocably appoint API as its attorney-in-fact for the execution of such financing statements. Upon any breach by customer of these terms and conditions, API will have all rights and remedies of a secured party under the Uniform Commercial Code, of which rights and remedies shall be cumulative and not exclusive.

b) Customer is responsible for all costs and expenses incurred by API in collecting any sums owed by customer (which may include, but are not limited to, collection agency and attorneys' fees). If API incurs costs collecting on any judgment arising from customer's breach, customer will be responsible for them, and this provision will survive the entry of any such judgment. API shall have the right to offset any sum owed by API or any API subsidiary to customer against any sum owed by customer to API or any API subsidiary. All transactions are governed by the laws of the State of Illinois. The parties waive any right to trial by jury.

c) Products are deemed accepted by customer unless customer notifies API in writing within 10 days of delivery of product shortages, damage or non-conformance. No returns may be made for any reason without a Return Materials Authorization number issued by API. To obtain a Return Materials Authorization number (RMA#) customer can call API Customer Service at 800-942-0315 or email sales@api-usa.com. Customer must include the RMA# and information regarding the reason for the return with the returned product. Shipping costs for returns must be prepaid by the customer. Products must be returned in their original packaging. Items must be carefully packed to prevent damage in shipment and insured against possible damage or loss. API will not be responsible for damage resulting from careless or insufficient packing or loss in transit.

d) API will not be liable for any failure or delay in the delivery or shipment of products, or for any damages suffered by customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any force majeure, fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by API's suppliers or any other cause or causes beyond API's reasonable control. API reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. API reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any product which is in short supply.

e) All quotations and sales are made only upon these terms and conditions and those on the front of this document. This document, and not any purchase order or other customer document (which, if construed to be an offer is hereby rejected), will be deemed an offer or counter-offer and is a rejection of any other terms or conditions. Customer, by accepting any products, making any payments or ordering any products having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from customer and whether or not API will specifically or expressly object to any of customer's terms. API's failure to object to any document, communication or act of customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of API before becoming binding on API.

f) If customer's order is placed under a contract with the United States Government, API agrees to comply with those contract provisions and regulations with which, pursuant to law, it must comply and of which customer has, at the time of order placement, placed API on notice. In no event will United States Government Cost Accounting Standards apply. No provision of customer's contract with the government will be binding on API or the manufacturer except as expressly set forth in these terms.

g) Unless specifically otherwise agreed in writing by API, customer acknowledges that products sold by API are not intended for and will not be used in nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold API harmless from any loss, cost or damage resulting from customer's breach of the provisions set forth in these terms.

h) Except for the warranty coverage referenced in these terms, neither API nor its suppliers will have any liability or obligation to customer or any other person for any claim, loss, damage, or expense caused in whole or in part, directly or indirectly, by the inadequacy of any products for any purpose, by any deficiency in any product (whether or not covered by any warranty), by the use or performance of any products or by any failure or delay in API's performance hereunder, or for any special, direct, indirect, incidental, consequential, exemplary or punitive damages, however caused, including, without limitation, personal injury or loss of business or profit, whether or not customer will have informed API of the possibility or likelihood of any such damages.

i) The performance of any value-added service may void API's or the manufacturer's warranty and render products non-returnable. Orders incorporating such services are, accordingly, non-cancelable and the products are non-returnable. Any third party value-added service provider is deemed to be an agent of customer.

j) All rights in technical data and software owned or licensed by API or the manufacturer are hereby reserved and deemed restricted or limited. API makes no representation or warranty with respect thereto of any software included in, made available for download, or relating to products supplied by the manufacturer and will have no liability in connection therewith. Customer agrees to comply with the manufacturer's or other requirements with regard to proprietary and similar rights in and to such software (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if the seal on any "shrink wrapped" software has been broken by API, and will indemnify API against and hold it harmless from any and all liability, cost or expense arising from a breach or purported breach of such requirements.

k) In order to defray the cost of customer account administration, any credit balance or other sum owed to customer which remains unclaimed by customer for a period of eighteen months will become the property of API. No order may be canceled, rescheduled or reconfigured without API's prior written authorization and, in such event, customer will be liable to API for any additional costs and expenses incurred by API. API maintains the right to change prices at any time without notice. Prices are also subject to change by API upon customer rescheduling or reconfiguration of orders.