

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
9375 Dielman Industrial Dr.
St. Louis, MO 63132

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

Lead Time¹:

The following lead times are applicable to this project:

Item	Lead time
Order Processing ²	Schedule below will be from date of Align Sales Order Confirmation.
Approval by Buyer ³	3 days
Lead Time ⁴	-- weeks*
Factory Acceptance Testing ⁵	Recommended
Delivery / Shipping	By Buyer
Field Installation Support	Not Included, can be quoted separate
Field Commissioning & Training	Not Included, can be quoted separate

*Actual lead time to be determined at time of order

1. The proposed lead times are estimated, based on production capacity and order backlog at the time of proposal. Align Production Systems (APS) reserves the right to coordinate and adjust lead times with you based on business volume. If a firm delivery date is required, then that must be agreed in writing by APS as a separate line item and an additional number of weeks will be added to the lead-times above. If time critical project, then APS recommends adding at least 20% more lead time to schedule above.
2. The buyer will have three days to review the approvals and sign-off on project. Any days required beyond the three days will add a minimum of day to day to order, and may result in longer delays in delivery if causes a loss of opening in our production schedule.
3. Estimation of lead time, subject to delays in components from our suppliers which can cause delays on delivery schedule.
4. It is recommended that all equipment that is ordered as modified standards or custom designs be inspected in person by customer at Align prior to shipment. If customer chooses to not conduct review, then it may limit any recourse or corrections to equipment that are discovered once in the field. If equipment is required to be returned, then cost to return will be customer responsibility.

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.

General Clarifications:

1. The proposed lead times are estimated, based on production capacity and order backlog at the time of proposal. Upon acceptance of this proposal and receipt of order, Align Production Systems (APS) will review the quoted lead times and reserves the right to coordinate and adjust lead times with you based on business volume.
2. All equipment provided in the proposal is designed, manufactured, and assembled to APS standard specifications, codes, and standards unless specifically noted elsewhere in this proposal. APS currently adheres to the following codes and standards in its designs:
 - a. American Iron and Steel Institute (AISI) for steel shapes and standards
 - b. American Society for Testing and Material (ASTM) for raw material mechanical properties
 - c. American Welding Society (AWS D1.1) for welding steel structures
 - d. National Electric Manufacturers Association (NEMA 1) for electrical wiring
 - e. National Fire Protection Association (NFPA 70) for electrical wiring
3. This proposal is subject to change or withdrawal by APS prior to order and/or receipt of the initial payment or deposit by you.
4. Any data collected by an APS employee or agent while onsite, or through interview, is for use in preparing this proposal only and is required to be reviewed and validated by you. Receipt of purchase order against this proposal is confirmation that the data included in proposal is accurate.
5. All prices are quoted in US Dollars and are valid for thirty (30) days from the date of the proposal unless specifically noted elsewhere in the proposal.
6. Proposed shipping date is estimated, based on production capacity at the time of quotation. Upon order placement, APS will review and reserves the right to adjust the committed shipping date in coordination with you.
7. APS will submit approval drawings per our quoted lead time after receipt of your order and down payment. Approval drawings are expressly incorporated as part of this proposal. Prompt authorization and return of approval drawings is required for timely manufacture. If not, then delay in delivery may occur.
8. For any item(s) sold that requires signed approval drawings, it is APS's position that in-person buy-off at APS's manufacturing plant is required. However, if customer chooses not to come in for buy-off, then the following terms apply:
 - a. Once shipped under proposed terms and conditions above, and customer seeks to have modifications made to equipment, then customer will be responsible for all shipping to and from APS manufacturing plant.
 - b. APS will provide a proposal to make any in-field modifications at standard APS service rates.
 - c. Payments schedule under original invoicing must be met.
9. This proposal includes one (1) electronic Portable Document Format (PDF) file of the proposed equipment Owner's Manual (if any). The Owner's Manual will be electronically transmitted to you when possible prior to the delivery of the equipment. Additional printed copies of the Owner's Manual can be purchased for \$100.00 per copy.
10. Unless specifically noted otherwise in the proposal, all equipment will be painted in accordance with APS specifications using our standard brand colors with an air-dried enamel finish.
11. No packaging or crating is included unless specifically noted otherwise in this proposal. Special packaging or crating, if any, required by you and/or the destination must be specified. Otherwise APS will quote and provide standard packaging and crating materials when requested to do so.
12. For product applications where Airfloat air bearings will operate on the customer's floor, this quotation is provided and conditioned on you meeting all Airfloat flooring requirements for levelness, flatness, and smoothness. Please see <https://airfloat.com/air-caster-flooring-requirements/>. In the event that APS is providing this quotation with an agreement for flooring conditions outside of our standard specification then it shall be called out specifically in the scope of this quotation as an exception to Airfloat's standard. APS makes no guarantee of performance, verbal or otherwise, of our products on floors that are outside our specification unless specifically noted in this proposal.
13. APS does not guarantee or warrant performance of its equipment due to environmental conditions (i.e. dust, water, grease, oil, floor quality, etc.) beyond its reasonable control.
14. This proposal is provided with the understanding, unless specifically noted, APS is not responsible for any field installation and/or commissioning support work by an APS-qualified technician at your site.
15. APS is not responsible for integration of APS equipment into a larger system or customer facility, unless APS is specifically contracted for engineering the greater system or such integration, as applicable, as evidenced by detailed written specifications agreed between APS and the customer. It is incumbent on the customer to understand APS equipment and how to properly utilize it.

Terms and Conditions:

1. 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.

Remit all payments to:

Align Production Systems, LLC
 9375 Dielman Industrial Dr.
 St. Louis, MO 63132

For wire transfers:

Busey Bank
 Routing #071102568
 Credit account #11520973
 N/O Align Production Systems LLC

2. All credit card payments for orders above \$500.00 are subject to a five percent (5%) surcharge for payment processing.
3. The APS standard one (1) year warranty is included for all equipment provided. The term of the warranty period begins on the date of delivery. For the specific terms of the APS standard warranty please refer to: <https://alignprod.com/warranty/>. EXCEPT AS SET FORTH IN THE TERMS OF THE APS STANDARD WARRANTY, APS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT) WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
4. APS will not be liable for any breach of the APS standard warranty

unless: (i) you provide written notice of the defect to APS during the warranty period, (ii) APS is given a reasonable opportunity after receiving notice to inspect the component or components, and (iii) APS verifies, in its reasonable discretion, your claim that the component or components are defective. In the event you request a site visit to investigate a warranty claim, APS will provide you with proposal for its travel expenses. We will require you to provide a purchase order for travel expenses prior to our departure. If the warranty claim investigation at your site is determined, in APS's reasonable discretion, to be valid, APS will bear the cost of its travel expenses. If APS determines that the warranty claim is invalid, APS will invoice its travel expenses against your purchase order.

5. Except as otherwise may be expressly agreed in writing by APS, upon your acceptance of this proposal, terms and conditions of this proposal, including, without limitation, those relating to pricing, shipping terms, representations and warranties, and the limitations of liability set forth herein, together with any attachments thereto that are not superseded hereby, shall constitute the entire agreement of the parties with respect to the transactions contemplated hereby and shall govern the relationship between you and APS unless superseded by a written agreement signed by a duly authorized officer of APS that specifically references these terms and that such agreement is intended to supersede them for a particular purpose. No additional or different terms and conditions appearing on the face or reverse side of any purchase order or other document issued by you in connection herewith shall become a part of the terms and conditions governing your relationship with APS or otherwise bind APS. All other prior or contemporaneous representations, warranties, covenants, or agreements between you and APS, or your or its representatives, as applicable, with respect to the subject matter of this proposal are hereby superseded.
6. **LIMITATION OF LIABILITY. Under no circumstance shall either party be liable for special, indirect, liquidated, consequential or contingent damages, including without limitation, damages based on loss of profits or revenues, loss of use, cost of substitute goods, facilities, down time costs, increased construction costs or third party claims for such damages, whether such damages arise out of or are a result of a breach of contract, tort, including negligence warranty, strict liability or otherwise, regardless of (a) whether such damages were foreseeable, (b) whether or not the other party was advised of the possibility of such damages, and (c) the failure of any agreed or other remedy of its essential purpose. Notwithstanding any provisions in these terms, or in the terms of any other contract or purchase order document to the contrary, (i) in no event shall APS be liable to you in connection with this proposal for any amount in excess of the fees actually paid to APS pursuant hereto, and (ii) our acceptance is conditioned on being allowed additional time to perform due to delays beyond our reasonable control.**
7. All contracts or purchase orders placed by you accepting this proposal must include specific customer contact information, Bill To information, Ship To information, and reference to the APS proposal number with the final and appropriate revision level.
8. Prices stated do not include sales, use excise, privilege, or other taxes or assessments now or hereafter imposed, levied, or increased by or under the authority of any federal, state, or local law, rule, or regulation concerning the equipment sold or services provided hereunder, or the manufacture of sale thereof. If APS is required to pay any such taxes or assessments you shall, upon demand, reimburse APS for such amounts.
9. APS shall not be liable for any loss, damage or delay in or failure of performance hereunder due to any circumstances beyond its reasonable control, including, but not limited to: an act of nature; war; civil commotion; act of an extremist; sabotage; labor dispute; explosion; fire; accident; power or equipment failure; pandemic, inability to obtain suitable or sufficient labor, fuel, power or material delay of carrier; embargo; or law ordinance, rule, or regulation,

whether valid or invalid, including but not limited to priority, requisition, allocation, or price control.

10. Except as otherwise noted, all payments are due and payable net thirty (30) days from the date of invoice. All payments in excess of thirty (30) days past due will be assessed a service fee of one and a half percent (1.5%) per month of the invoiced amount.
11. APS shipping terms are quoted following the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce. Unless specifically noted elsewhere in this proposal, our 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. APS exports in accordance with the U.S. Export Administration Regulations (EAR).
12. You may request changes, additions, or modifications to the scope of the Work and, if accepted by APS in its discretion, the price, schedule and other pertinent provisions of the Contract shall be adjusted by written agreement of the parties prior to implementation of the change.
13. If performance under this order is held, delayed or rescheduled for less than ninety (90) days from the originally scheduled date at your request, APS reserves the right to charge for storage, incidental costs related to the storage, and all rework require to return the equipment to "like-new" condition prior to shipping. If the order is ready for shipment and shipment cannot be made for causes beyond APS reasonable control, APS will submit an invoice for the balance due on such equipment payable net thirty (30) days from date of invoice. If performance under this Contract is held, delayed or rescheduled for more than ninety (90) days at your request, APS may define these actions as a termination for your convenience, and APS will then be entitled to reasonable and proper termination charges, including but not limited to all costs and fees identified to the order which have been incurred up to the date of notice of termination. The amount charged will be the greater of the following:
 - a. If cancelled prior to approval drawing and amount equal to fifteen percent (15%) of the total contract value at the time of termination.
 - b. If cancelled upon submission by APS of approval drawing, then an amount equal to fifteen (15%) plus actual engineering at a rate of \$150 per hour.
 - c. If cancelled after completion of full engineering than an amount equal to 20% of the contract plus actual engineering at a rate of \$150 per hour.
 - d. If cancelled after release of engineering and procurement of raw materials than an amount equal to 50% of the contract, plus labor hours worked at a rate of \$150 per hour, not to exceed full value of contract.
 - e. Once 50% of build is completed contract cannot be cancelled.
14. APS retains the right to use all work and designs for future work, marketing, and resale. Assuming you are pleased with APS performance and/or service, you agree to serve as a reference for APS and to allow a case study and/or testimonial quoted to be used in APS marketing materials.
15. APS retains for itself all of its intellectual property rights in any supporting documentation supplied hereunder, including but not limited to all designs, engineering details, and other data pertaining to any product sold except where such rights are assigned under written agreement by a corporate officer of APS.
16. APS may have a proprietary interest in any information that may be furnished pursuant to the Contract. You will keep in confidence and will not disclose any such information, which is specifically designated as being proprietary to APS without the prior written permission of APS or use any such information for other than the purpose for which it is supplied. APS also has a proprietary interest in this proposal and any resulting contract and/or purchase order. Accordingly, none of these documents will be disclosed in whole or in part to third parties without the prior written permission of APS.
17. Align Production Systems, LLC does business as: Align Production Systems and Airfloat.
18. In the event that suppliers of components require minimum quantity purchases, and APS cannot easily utilize excess components, then APS reserves the right to pass these expenses on to the customer.
19. This proposal and all matters arising out of or relating to this proposal, are governed by, and shall be construed in accordance with, the laws of the State of Illinois. Any cause of action arising from this proposal or any matter arising out of or relating to this proposal shall be brought only in the United States District Court for the Southern District of Illinois or the courts of the State of Illinois sitting in Saint Clair County, which shall have sole jurisdiction over all controversies arising hereunder.
20. If any term or provision of this proposal is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this proposal or invalidate or render unenforceable such term or provision in any other jurisdiction.