



TERMS AND CONDITIONS OF SALE

APO-MKT-004 D180914

Effective August 14, 2018

Supersedes all previously published policies

The following Terms and Conditions is excerpted from the official Terms and Conditions of Sale of the Products supplied by Apollo America Inc., a Delaware Corporation (hereinafter "Company"). The Complete terms and conditions can be viewed in their entirety at [www. Ap-c.com](http://www.Ap-c.com).

I. WARRANTY POLICY

A. Warranty

1. Company warrants those products listed in the then current pricing guide (with the exception of Duct Detectors and Accessories and certain smoke detector products) against failure due to defects in material workmanship or products that do not perform in accordance with the specifications for that product, with consideration to the specific application or latent defects after initial installation for a period of one year from the original date of installation (proof of installation is required) or one and one-half years (18) months from the date of manufacture, whichever is earlier.
2. Company warrants those products listed in the then current pricing guide under the heading "Duct Detectors and Accessories" against failure due to defects in material workmanship or products that do not perform in accordance with the specifications for that product, with consideration to the specific application or latent defects after initial installation for a period of three years (36 months) from the original date of installation (proof of installation is required) or three and one-half years (42) months from the date of manufacture, whichever is earlier.
3. Company warrants commercial fire products and accessories (commercial detectors, alarm devices, interfaces, and call points) free from defects in material and workmanship for a period of 10 years (5 years for carbon monoxide detectors) from the date of manufacture (the "Warranty Period.") Company makes no other warranties concerning the goods whatsoever. Company disclaims and excludes all other express warranties and implied warranties including without limitation the implied warranties of merchantability and fitness for a particular purpose whether or not the company is aware of customer's intended usage of the goods.
 - a) If Customer notifies Company in writing of Customer's claim that the Goods are damaged or defective in such a manner as to be covered by the Warranty within (10 days) of the discovery of the damage or defect (which such discovery must be made within the applicable Warranty Period), Company will review Customer's claim, and if valid, Company will, at its option, either repair (with non-OEM, after market, pre-owned or new parts at Company's discretion) or replace the Goods with same or similar Goods. Such repair or replacement is subject to the Customer consenting or procuring consent for access to the Goods by the Company's employees or sub-contractors to carry out any work under this clause. This undertaking is given and shall be accepted by the Customer in lieu of any other remedy. Replaced Goods are warranted for (either 30 days or the remainder of the original warranty period, whichever is longer).
 - b) The Warranty shall not be of any force or effect, and Company shall not have any obligation to repair or replace the Goods as set forth in clause 10.2 above if:
 - (1) The Customer makes any further use of the Goods after giving notice in accordance with clause 3.a
 - (2) The defect arises because the customer failed to follow the Company's oral or written instructions as to the installation, use, maintenance or cleaning of the Goods or (if there are none) good trade practices that apply to the Goods.
 - (3) The Customer alters or repairs the Goods without the Company's prior written consent.
 - (4) The defect arises as a result of normal wear and tear, willful damage, negligence or abnormal storage or working conditions. For example, the Customer will be responsible for replacing parts that are expected to have a limited working life, such as batteries and rubber seals.
 - (5) The defect arises as a result of electrical or power supply failure.
 - c) The warranty are solely made to Customer and are not transferable by Customer.
4. Exceptions from the Warranty stated above:
 - a) Some products may contain extended warranties. Please refer to the product's documentation for the specific warranty coverage.

b) Product subjected to abuse or damage is not warranted. Abuse or damage may be indicated by, but not limited to, one or more of the following:

- Burned contacts
- Water or fire damage
- Abuse or tampering
- Improper installation or application
- Stripped threads
- Split castings
- Missing parts

c) Products or their components that fail during the warranty period and otherwise qualify under the terms of our warranty policy will, at Company's sole discretion be, (i) credited at Customer's lowest net invoice amount to Customer's account, (ii) repaired, or (iii) replaced. In no event shall the warranty claim exceed the product price allocated to the Customer's lowest net invoice price over the previous twelve (12) months or since the inception of the Customer's contract, whichever is sooner. If a product returned is determined to be warranted, then at Company's sole discretion, and if Customer has requested on the packing list that a replacement product be sent to Customer, Company will issue a replacement product in lieu of issuing a credit to Customer. Company reserves the right to supply suitable substitutes when warranty items are not currently in production or otherwise available.

d) THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, OR REPRESENTATIONS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BY OPERATION OF LAW OR OTHERWISE. COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM THE USE OR INABILITY TO USE COMPANY'S PRODUCTS. ANY STATEMENTS OR REPRESENTATIONS MADE BY OTHER PERSONS OR FIRMS ARE VOID.

e) THE FOREGOING REMEDY SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF PRODUCT TO CONFORM TO THE WARRANTY.

B. Return for Warranty Consideration

1. All products to be considered for warranty must be returned to Company freight pre-paid.
2. Product returned to Company must be packaged in such a manner that will prevent any further damage to the product during transit. Items damaged during transit will not be considered for warranty concession.
3. An itemized packing slip, including Customer's name and address, is required for each shipment to Company of product(s) to be considered for warranty concession. The packing slip should contain an RMA number, items and their quantities being returned, reason for warranty return, date of installation, date of failure and a contact at the Customer in case further information is required.
4. For all customers, all cartons must be clearly identified as WARRANTY PRODUCT and returned to:
Warranty Department
Apollo America
25 Corporate Drive
Auburn Hills, MI 48326

C. Inspection of Product

1. Prior to Company granting warranty concessions, Company will inspect each device to confirm that the returned product qualifies for the warranty in Section A. If the inspection by Company does not disclose any defect covered by this warranty in Section A, product credit or repair or replacement will not be approved. If this occurs, Company shall notify Customer and the Customer has the option to request Company to scrap the product or return it at Customer's expense. AT COMPANY'S OPTION, COMPANY MAY SCRAP THE PRODUCT WITH NO FURTHER LIABILITY TO COMPANY, UNLESS CUSTOMER NOTIFIES COMPANY OTHERWISE WITHIN TWO (2) WEEKS OF COMPANY'S NOTIFICATION.
2. In the event Customer sends Company products that were not manufactured and/or distributed by Company, Company will notify Customer. Customer has the option to request Company to scrap the product or return it at Customer's expense. AT COMPANY'S OPTION, COMPANY MAY SCRAP THE PRODUCT WITH NO FURTHER LIABILITY TO COMPANY. UNLESS CUSTOMER NOTIFIES COMPANY OTHERWISE WITHIN TWO (2) WEEKS OF COMPANY'S NOTIFICATION.
3. Final disposition of any warranty claim shall be determined solely by Company.

II. RETURN MATERIAL AUTHORIZATION

- A. Returns will not be accepted nor credit given without a factory authorized Return Materials Authorization (hereinafter "RMA"). RMAs are required both for materials returned for warranty concession consideration and for stock returns.



are only issued to the original point of purchase location for current manufactured and/or distributed items that are in warranty, and have been purchased within the last three (3) months. Returns will not be accepted for special order or non-stock items (as indicated in price schedule).

B. In order to request an RMA number for a stock return, Customers must provide the invoice number, sales order number (or customer's purchase order number), the item numbers and quantities of products they wish to return, and the reason for return to their Sales or Customer Service Representative.

C. RMA Processing for Warranty Returns

1. The RMA number is valid only if the product it refers to is received at the address specified on the RMA form, freight prepaid, within fourteen (14) days from the date Company issued authorization. If product is received after fourteen (14) days, Company may reject the request.
2. The return must include all information as required in Section IX, Warranty Policy, and must be clearly marked with the assigned RMA number.

D. RMA Processing for Stock Returns

1. The RMA number is valid only if the product it refers to is received at the address specified on the RMA form, freight prepaid, within fourteen (14) days from the date Company issued authorization. If product is received after fourteen (14) days, Company may reject the request.
2. The product must be received in its original saleable condition (including all accessories and inserts), in its original packaging, and undamaged. Damaged product will not be accepted for return, even if a RMA number has been issued.
3. Credit for the return will be based on the lowest net invoice amount for the Customer over the last 12 months or since the inception of the Customer's contract, whichever is sooner, unless proof of purchase for the actual shipped product is provided
4. All returns are subject to a minimum 15% restock charge or \$15.00, whichever is greater, and/or the actual cost of materials and labor required to return product into saleable condition. Company will not accept returns that do not have a proper RMA or are sent to Company in error. If Company receives unauthorized product, or product that was not manufactured and/or distributed by Company, Company shall notify Customer. The Customer has the option to request Company to scrap the product or return it at Customer's expense. **AT COMPANY'S OPTION, COMPANY MAY SCRAP THE PRODUCT WITH NO FURTHER LIABILITY TO COMPANY, UNLESS CUSTOMER NOTIFIES COMPANY OTHERWISE WITHIN TWO (2) WEEKS OF COMPANY'S NOTIFICATION.**

III. DISCONTINUED PRODUCTS

A. Company reserves the right to discontinue distribution of any product without notice, or substitute material or complete devices when items ordered are not currently in production or otherwise available.

