



## Terms and Conditions

Apex Microtechnology Inc.  
5980 N Shannon Road Tucson AZ 85741  
www.apexanalog.com

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**CALL THE APEX ORDER LINE 520-690-8601 OR 800-862-1032 FAX: 520-888-3329**

**CORPORATE EMAIL:** [info@apexanalog.com](mailto:info@apexanalog.com) **WEB SITE:** <http://www.apexanalog.com>

**CUSTOMER SERVICE EMAIL:** [custserv@apexanalog.com](mailto:custserv@apexanalog.com) **QUALITY EMAIL:** [quality@apexanalog.com](mailto:quality@apexanalog.com)

**Technical Assistance and Support Before and After the Sale (800-546-APEX) [apex.support@apexanalog.com](mailto:apex.support@apexanalog.com)**

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### TERMS AND CONDITIONS

All sales are subject to and expressly conditioned upon the terms and conditions contained in this document, and upon Buyer's assent thereto. No variation of these terms and conditions will be binding upon Apex Microtechnology unless agreed to in writing and signed by an officer or other authorized representative of Apex Microtechnology. Any order based on a quotation by Apex Microtechnology for the purchase of goods from the Apex Microtechnology shall be subject only to the terms and conditions attached to the Apex quote and this document. There are no understandings or agreements other than as set forth in this document. No additions, deletions or modifications of these terms or any other matter specified in this quote proposed by Buyer in any printed forms or otherwise shall bind Apex Microtechnology unless accepted by an Officer or other authorized representative in writing, regardless of whether such terms would materially alter these terms. Acceptance of these terms and conditions shall occur when a Buyer (i) in writing or otherwise orders any goods through a purchase order, or (ii) receives any goods from Apex Microtechnology, whichever occurs first. Apex Microtechnology will make a good faith effort to complete delivery of the products as indicated by Apex Microtechnology in writing, but Apex Microtechnology assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Apex Microtechnology, including, but not limited to, liability for Apex Microtechnology's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Apex Microtechnology. Under no circumstances shall Apex Microtechnology be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay. If the products purchased from Apex Microtechnology are to be used in the performance of a government contract or subcontract, no government requirements or regulations shall be binding upon Apex Microtechnology unless specifically agreed to by Apex Microtechnology in writing.

### CANCELLATIONS

ALL ORDERS are non-cancellable and non-returnable (NCNR)

### PAYMENT TERMS

PAYMENT TERMS for approved accounts are net 30 days from the date of shipment. Cash on delivery (COD) or pre-paid for new accounts without D B rating. Past due accounts will be charged a 0.6% per day late fee. BILLING Air freight charges can be billed by the carrier directly to the customer if requested.

### INDEMNIFICATION

Buyer shall indemnify, hold harmless, and defend Apex Microtechnology, and its directors, officers, employees, agents, and affiliates from and against any and all costs, claims, suits, liabilities, damages, and expenses of any kind whatsoever (including, but not limited to, court costs and reasonable attorneys' fees), incurred or suffered as a result of Buyer's late payment or nonpayment (including the costs of collection), misuse or alteration of the Goods, or design of Goods selected by Purchaser or of custom Goods.

### PRODUCT WARRANTIES

Except as provided in subsection (b) below, Apex Microtechnology warrants that its products sold hereunder will, at the time of shipment, conform substantially to the manufacturer's approved specifications. If products are not as warranted, Apex Microtechnology will, at its option, and as Buyer's exclusive remedy, either refund the purchase price, repair, or replace with the same or equivalent products that meet this warranty. Buyer must submit a failure analysis request form and, if requested by Apex Microtechnology, return nonconforming products to Apex Microtechnology. This warranty does not apply to products that have been subjected to improper testing, assembly, mishandling or misuse, whether by Buyer or others. This warranty may not be expanded, and no obligation or liability will arise, due to technical advice or assistance, qualification or testing data, computerized data, facilities or service Apex Microtechnology may provide in connection with Buyer's purchase.

This warranty extends to Buyer only and may be invoked only by Buyer for its customers. Apex Microtechnology will not accept warranty returns from Buyer's customers. This warranty is in lieu of all other warranties, including implied warranties of merchantability, satisfactory quality or fitness, and the warranty against infringement specified in the uniform commercial code. All other warranties are expressly disclaimed to the full extent such may be disclaimed by law.

(a) Time period. Products are warranted by Apex Microtechnology for a period of one year from the date Apex Microtechnology first ships products to buyer.

(b) Products provided "AS IS". Development products, including without limitation prototypes, beta and evaluation software, and any pre-production samples (whether or not paid for by Buyer) are provided "AS IS" without warranty of any kind.

### PRICES

Prices are quoted and listed in USD. Applicable state and local taxed will be added. Please contact an authorized distributor in your region for pricing.



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### SHIPMENTS

F.O.B. is Tucson, AZ. Any delivery rescheduled with less than eight weeks' notice will be charged a 2% surcharge for every month of delay. The Goods shall be deemed accepted by Buyer upon physical receipt of Goods unless Buyer provides Apex Microtechnology with written notice of its rejection of all or part of the Goods, such notice specifying the defect underlying the rejection, within fifteen (15) days after initial receipt of the Goods.

### LOST OR DAMAGED SHIPMENT

For lost or damaged material after leaving Apex Microtechnology, please contact the common carrier. Apex Microtechnology is not responsible for loss or damage in transit. Apex Microtechnology will supply proof of shipment, thereby creating a legal obligation to pay original invoice when due.

### EXPORT ORDERS

The export arm of Apex Microtechnology is represented worldwide by distributors who offer technical assistance as well as speedy delivery at competitive prices.

### TECHNICAL SUPPORT

Technical assistance is available toll free from 7:00 a.m. to 5:00 p.m. MST Monday-Thursday, 7:00 a.m. to 1:00 p.m. MST Friday. Apex applications engineers are professionals with extensive design, and may assist in design approaches. Call toll free (800-546-2739). E-mail support anytime at [apex.support@apexanalog.com](mailto:apex.support@apexanalog.com).

### FAILURE ANALYSIS

In case of product failure under warranty, PLEASE DO NOT RETURN the product without first contacting the Apex Microtechnology technical support ([apex.support@apexanalog.com](mailto:apex.support@apexanalog.com)) to discuss the failure. If an Apex Microtechnology Applications Engineer determines the device will need to be tested, opened and/or inspected visually to determine cause of failure, then a failure analysis request form must be completed and submitted by Buyer. If the failure is determined to be an Apex Microtechnology related failure, and the product is still under warranty, Return Material Authorization (RMA) number will be issued and the product will be replaced or a credit issued. For non-Apex Microtechnology related failures, the "failure analysis" may be done at the customer's expense.

### QUALITY

Apex Microtechnology industrial grade products are functionally tested and visually inspected prior to capping. After sealing, static and dynamic final electrical tests are performed. Military products are built in accordance with MIL-PRF-38534. Quality Conformance Inspection is performed in accordance with MIL-PRF-38534 Option 1. Group A data is kept on file with the production records. Generic in-line Group B, C and package evaluation data is on file. DLA MIL-38534 certified ISO9001 (2008) registration.

### QML-38534 QUALIFICATION

Apex Microtechnology Corp. is a DLA certified and qualified QML-38534 facility. All certified products are compliant to MIL-STD-883, paragraph 1.2.1.b, and marked /883.

### CHANGE CONTROL

Apex Microtechnology is committed to communicate to customers changes which may affect the fit, form, function or reliability of a product through our Product Change Notices (PCNs) process. Please contact an authorized distributor or visit [www.apexanalog.com](http://www.apexanalog.com) for the latest PCNs. All product and process change notifications are communicated on the Apex Microtechnology website and are the responsibility of the customer to monitor the site for updates.

### CUSTOMIZING APEX PRODUCTS

Custom orders involve a minimum quantity, a per shipment lot charge, and a per piece surcharge over the cost of the standard model. Product ordered to a customer source control drawing (SCD), will incur additional unit and/or lot charges.

### SOURCE INSPECTION AND SURVEYS

Apex supports Vendor Quality verification through surveys, source inspections and audits. Source inspection must be requested at the time of order placement (fee applies). Scheduling of source inspection within 5 working days is required. When product is ready for source inspection, we will notify you by email or telephone. Please call the Apex Microtechnology Order Line for current pricing.