



APEX LITE

INSTALLATION AND OPERATION MANUAL



WARNING

BEFORE BEGINNING INSTALLATION OF THIS
APSCO PRODUCT, READ ALL INSTALLATION INSTRUCTIONS.



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Product Catalog: APEX Lite
Revision Date: 04-16-2026

HELPFUL INFORMATION

ORDERING - Orders can be placed with us by phone, fax, or email at sales@pscpower.com.

SHIPPING - All orders will be shipped via APSCO's default method, UPS Ground, with freight invoiced to the customer unless otherwise specified at the time of order. APSCO facilitates drop shipments at no extra charge.

RETURNS - Unused, standard products may be returned to APSCO for full credit within 30 days of purchase. A 20% restocking fee is charged thereafter.

An RMA is required for all returns.

QUALITY - APSCO commitment to quality was recognized by becoming certified to ISO 9001:2000 in 2004. Our continued commitment to quality in all of our processes is reflected by our current certification ISO 9001:2015.

WARRANTY - All APSCO products are warranted for 1 year of service, but in no case more than 2 years beyond the original date of purchase. See the end of this document for our warranty terms and conditions.

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Management System Certification



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SAFETY INFORMATION and DISCLAIMER

IMPORTANT SAFETY NOTICE

READ AND UNDERSTAND THIS MANUAL BEFORE OPERATING THE EQUIPMENT.

Failure to follow these instructions may result in serious injury, death, or equipment damage.

The APEX Lite system is designed to provide visual and audible warnings of potentially unsafe operating conditions. It is not a substitute for proper operator training, judgment, and safe operating practices.

INTENDED USE

The APEX Lite system is intended to monitor dump body position (raised/lowered), monitor vehicle pitch and roll angles, monitor vehicle speed, and provide warnings when preset limits are exceeded.

The system is designed to increase operator awareness of conditions that may lead to vehicle rollover, contact with overhead obstacles (bridges, power lines, structures), and unsafe vehicle movement while the dump body is raised.

OPERATOR RESPONSIBILITY

THE OPERATOR IS SOLELY RESPONSIBLE FOR SAFE OPERATION OF THE VEHICLE AT ALL TIMES.

The operator must perform a site-specific hazard assessment before and during dumping operations. The operator must evaluate ground stability (including soft or shifting soils), slope and grade conditions, overhead clearance hazards, load distribution, and material flow.

Maintain full control of the vehicle at all times.

Do not rely solely on the APEX Lite system to determine if conditions are safe.

If the operator is unsure of site safety or vehicle stability, **DO NOT PROCEED WITH DUMPING OPERATIONS.**

SYSTEM LIMITATIONS

The APEX Lite system has inherent limitations and cannot detect all hazardous conditions.

Sensor and Measurement Limitations:

- Inclinometer readings represent measured angles only, not overall vehicle stability. Readings may be affected by installation accuracy, sensor calibration, and vehicle dynamics. Angle readings alone cannot determine safe operating conditions. Inclinometers can give a false sense of security. All readings must be evaluated in conjunction with real-world conditions.

Changing Ground Conditions:

- Ground conditions may change suddenly due to soil compression or collapse, load shifting during dumping, or weather or moisture conditions. These changes may result in rapid increases in slope or instability without advance warning.

SAFETY INFORMATION and DISCLAIMER

System Failure or Malfunction:

- The system may fail to operate correctly due to electrical faults, damaged or misaligned sensors, or improper installation or maintenance. Unsafe conditions may exist even if no alarm is active or the system appears to be functioning normally.

SYSTEM IS A WARNING DEVICE ONLY.

The APEX Lite system does NOT prevent unsafe operation, does NOT control or stop the vehicle, and does NOT replace operator judgment. It is strictly a supplemental warning system intended to assist the operator.

CONFIGURATION and OPERATING LIMITS

The system allows user-defined limits for pitch angle, roll angle, and vehicle speed. These limits are application-specific and must be determined by the equipment owner/operator. The manufacturer does not determine or guarantee safe operating limits.

LIABILITY DISCLAIMER

To the fullest extent permitted by law, the manufacturer is not responsible or liable for injuries, fatalities, or property damage resulting from improper operation of the vehicle, failure to follow safe operating practices, reliance solely on the system warnings, incorrect configuration or use of system limits, or failure of the system to detect or warn of hazardous conditions.

By using the APEX Lite system, the user acknowledges that the system is an aid only and that safe operation depends on operator judgment and site conditions.

CRITICAL SAFETY PRACTICES

Never operate on public roads with the dump body raised. Limit vehicle movement when the dump body is raised to low speeds and controlled environments only. Always verify stable and level ground, and adequate overhead clearance.

If an alarm activates, STOP operations immediately and reassess the situation before proceeding.

SAFETY PRINCIPAL STATEMENT

No warning system can eliminate risk. Safe operation requires constant situational awareness, proper training, and sound judgment by the operator.

DESCRIPTION OF APEX LITE

APEX Lite is a system that monitors dump truck bed angles, bed state (raised or lowered), and vehicle speed. It alerts the driver when bed angles or vehicle speed surpass user-configurable limits while the bed is not fully lowered. Real-time bed and speed data are displayed on a compact screen, which is also used to configure the limits. Alerts are communicated visually on the display and audibly with an external buzzer in the wire harness.

Installation instructions for each component are provided in the following pages, along with a description of how to use the display. Please contact Apsco sales for any additional information.

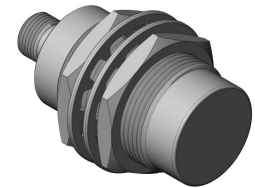
ITEMS INCLUDED



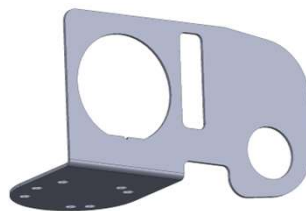
Display (3.5")
APX-LT-1



Inclinometer and Bracket
SENS-2X, 9580



**Proximity Sensor
(Bed Up Sensor)**
9847



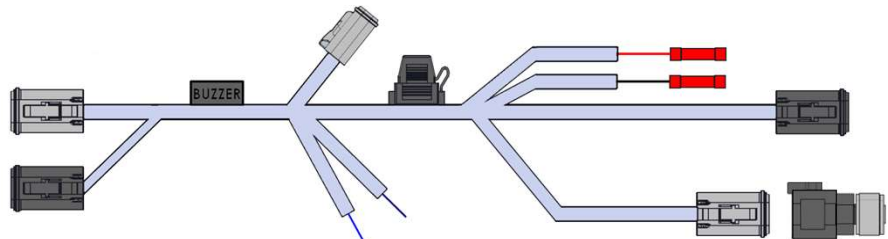
**Bracket for Display
and GPS Puck**
9911



GPS Puck
9913



Articulating Mount
9902



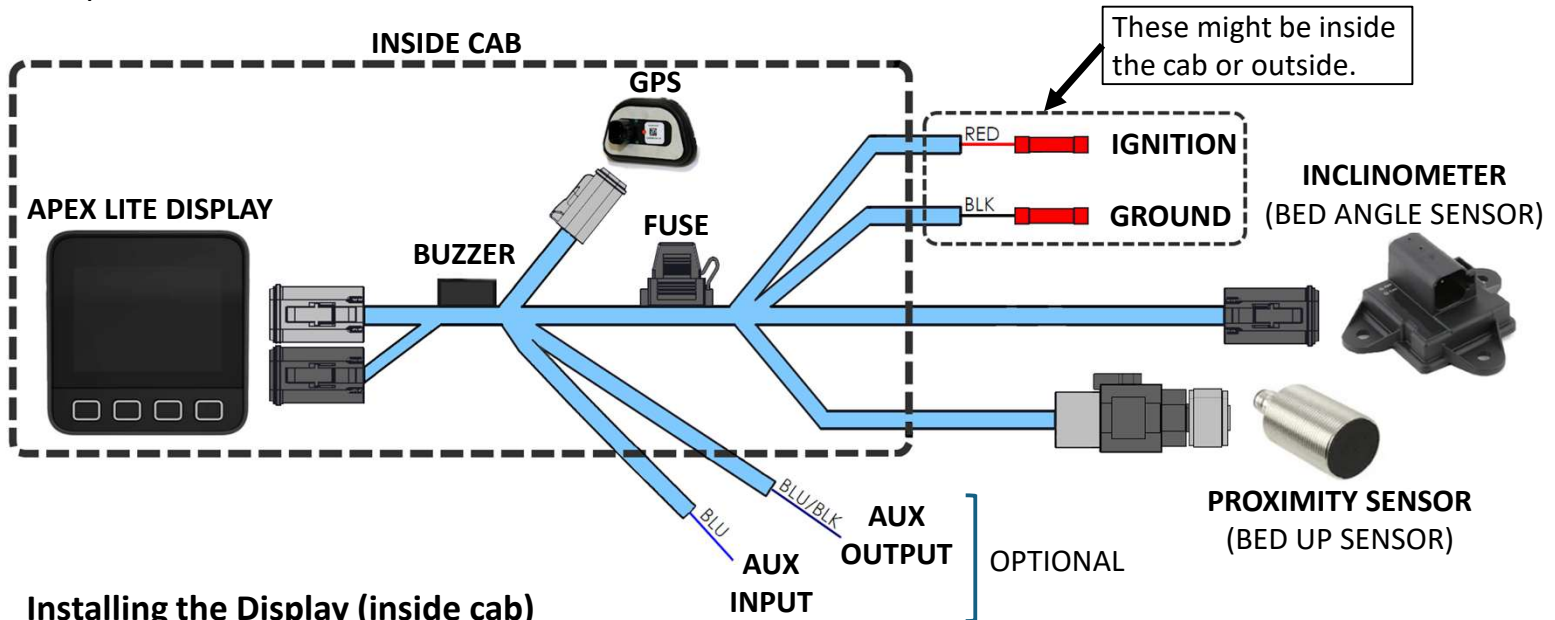
Wire Harness
WH-APEXLT-2

Adapter
9910

COMPONENT INSTALLATION

Wire Harness Routing Consideration

The wire harness will need to route from inside the cab to the outside. The image below shows the parts of the harness that will be inside the cab.

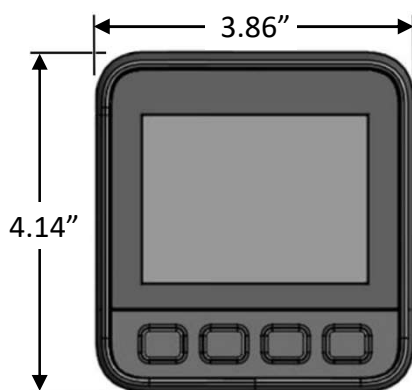
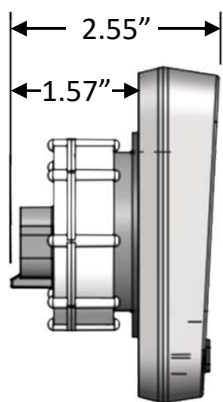


Installing the Display (inside cab)

There are multiple mounting options for the display. We provide a fixed bracket that holds both the display and GPS puck. We also provide an articulating mounting arm that can be attached to the bracket using 3x included screws with 3x 10-32 PEM nuts (installed in the bracket). The arm can be disassembled and used with other 1" ball mounting accessories. The display and GPS puck can also be mounted separately.

When deciding the locations for the display and GPS puck, keep in mind:

- The GPS puck requires a clear view of the sky for best results.
- The system will need connections to ignition (keyed) and ground.
- The wiring harness will need to travel between those locations and exit the cab to reach the externally-mounted items.
- There's a USB-C port on the back of the display used for updating the firmware.

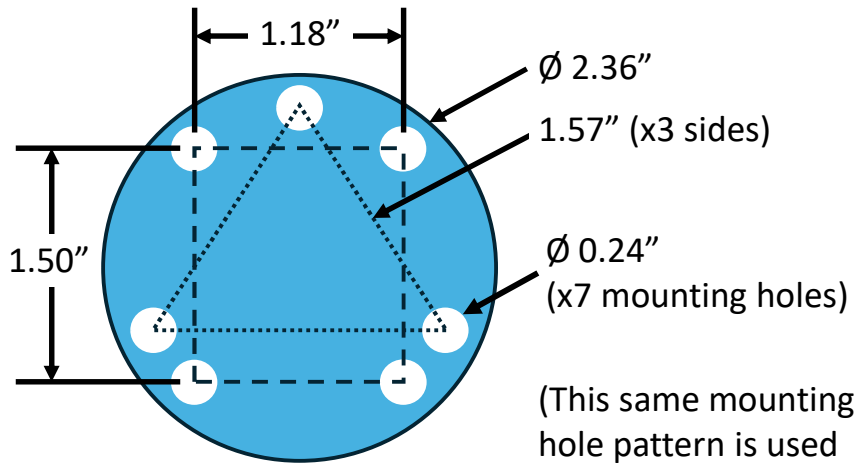


COMPONENT INSTALLATION



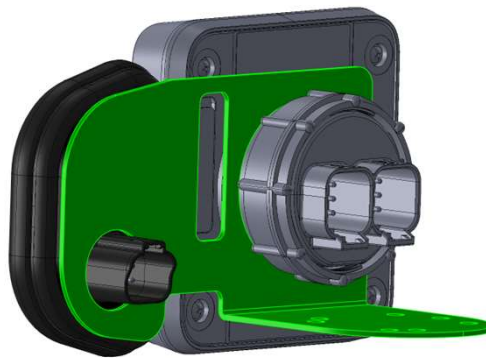
5.7"
(full length)

**Articulating
Mounting Arm**



**Articulating Mounting
Arm Base Dimensions**

(This same mounting hole pattern is used on the supplied display bracket. The triangle-arranged mounting holes in the bracket include 10-32 PEM nuts.)

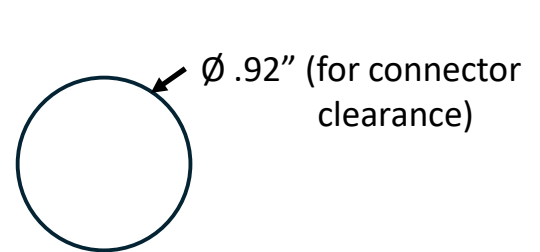
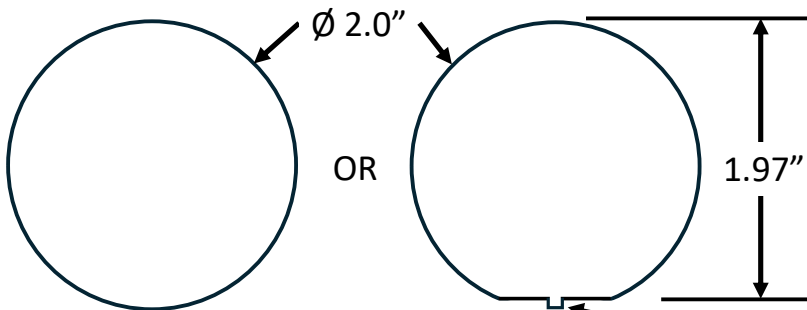


**Display and GPS Puck Installed
in Supplied Bracket**

If Installing without Supplied Bracket

Display Mounting Hole Size

GPS Mounting Hole Size



**Mounting Hole
for Display
(Option 1)**

**Mounting Hole
for Display
(Option 2)**

Notch
 • width: .08"
 • height: .04"

Verify that all or most of the adhesive surface on the GPS puck is applied to a clean, dry surface.

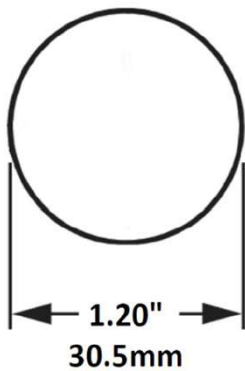
COMPONENT INSTALLATION

Installing the Proximity Sensor (for Bed Up Detection)

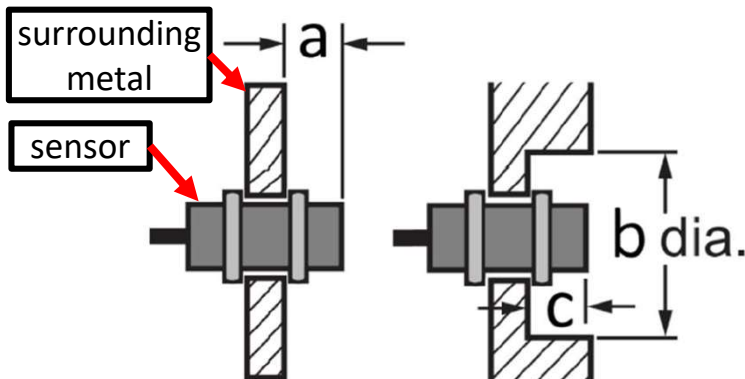
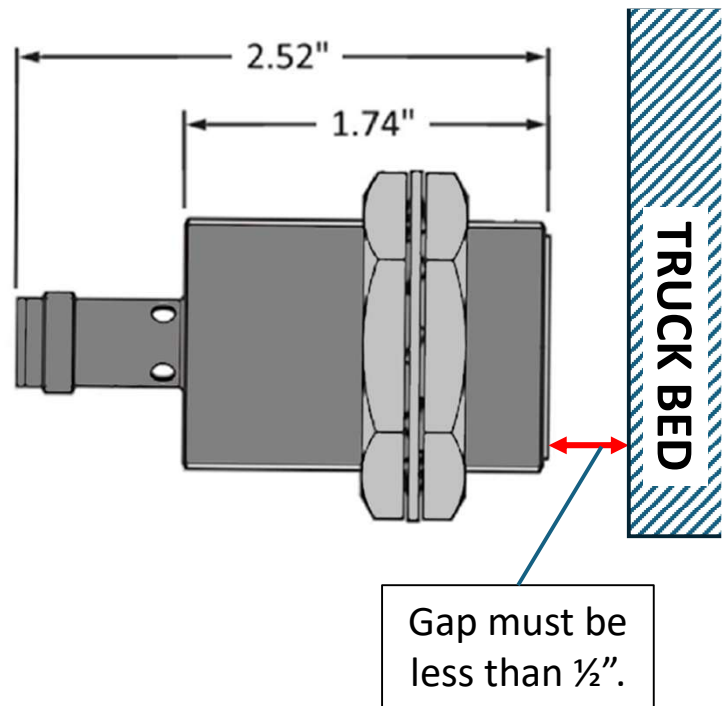
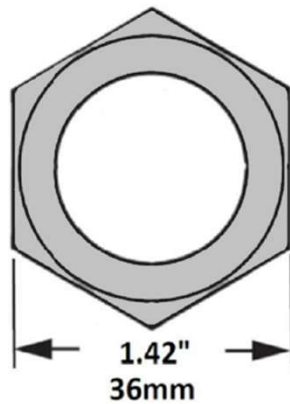
The proximity sensor detects whether the bed is fully down. It sends a signal when metal is in front of it (see specs below). It needs to be installed so that it's pointing near the bottom edge of the bed (cab end). This ensures that the system detects the bed being raised almost immediately.

1. Determine a location and whether brackets need to be made. It may require a mounting bracket and/or a bracket attached to the bed that will trigger the sensor when the bed is down.
2. See images below for mounting information and restrictions. **The bed must be less than ½" away from the front of the sensor when the bed is down for the sensor to detect it.** Also, surrounding metal needs to be far enough away to not trigger the sensor, causing an unreliable signal.

Proximity Sensor
Mounting Hole Size



Proximity Sensor
Mounting Nut Size



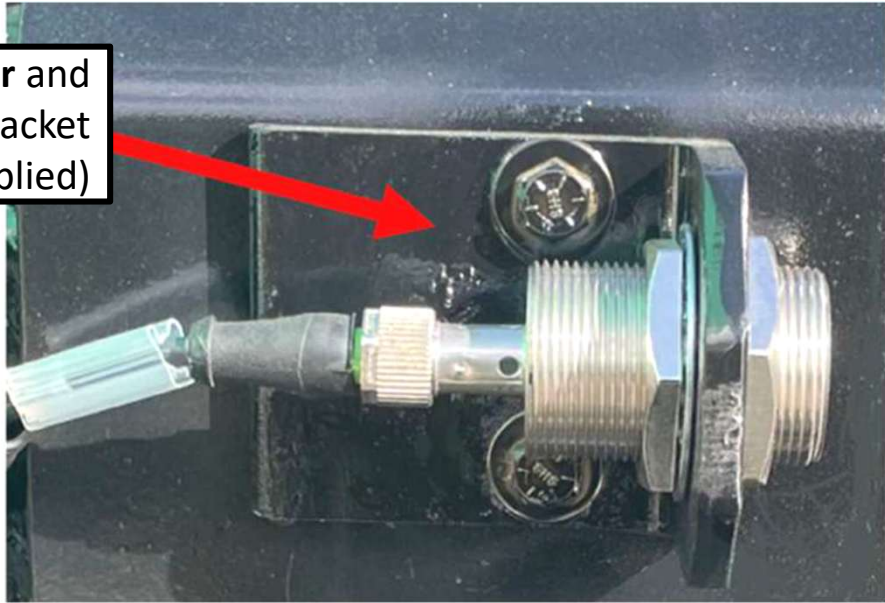
Minimum clearances for surrounding metal:

- a: must be greater than .24" (6mm)
- b: must be greater than 1.77" (45 mm)
- c: must be greater than .24" (6mm)

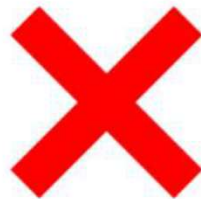
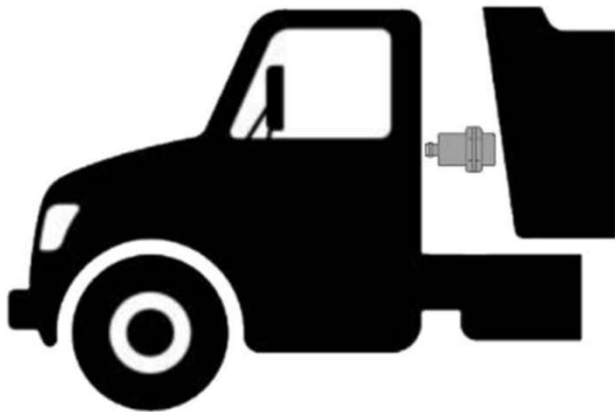
**Not maintaining these clearances can cause an unreliable signal.

COMPONENT INSTALLATION

Proximity Sensor and custom bracket (bracket not supplied)



Proximity Sensor installed low.



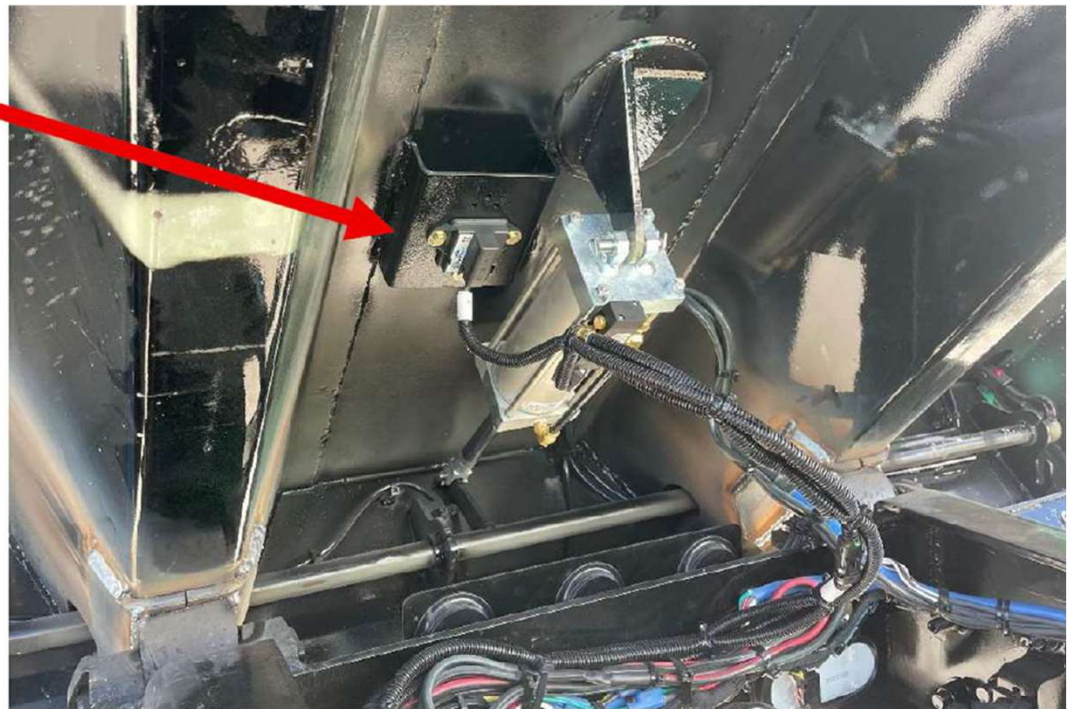
Proximity Sensor installed too high.

COMPONENT INSTALLATION

Installing the Inclinometer (measures bed angles)

1. The inclinometer detects the real-time roll and pitch angles of the bed. It should be installed on the bottom outer surface of the bed, typically near the bed hinge point. It must be protected from high heat, vibration, and excessive moisture.
2. A bracket is provided that can be welded to the bed. See image below.
3. Install the inclinometer in the orientation shown below (upside down with the connector exiting out towards the tailgate).
4. The harness will need to travel along the truck rails to the cab.

Inclinometer and
supplied bracket

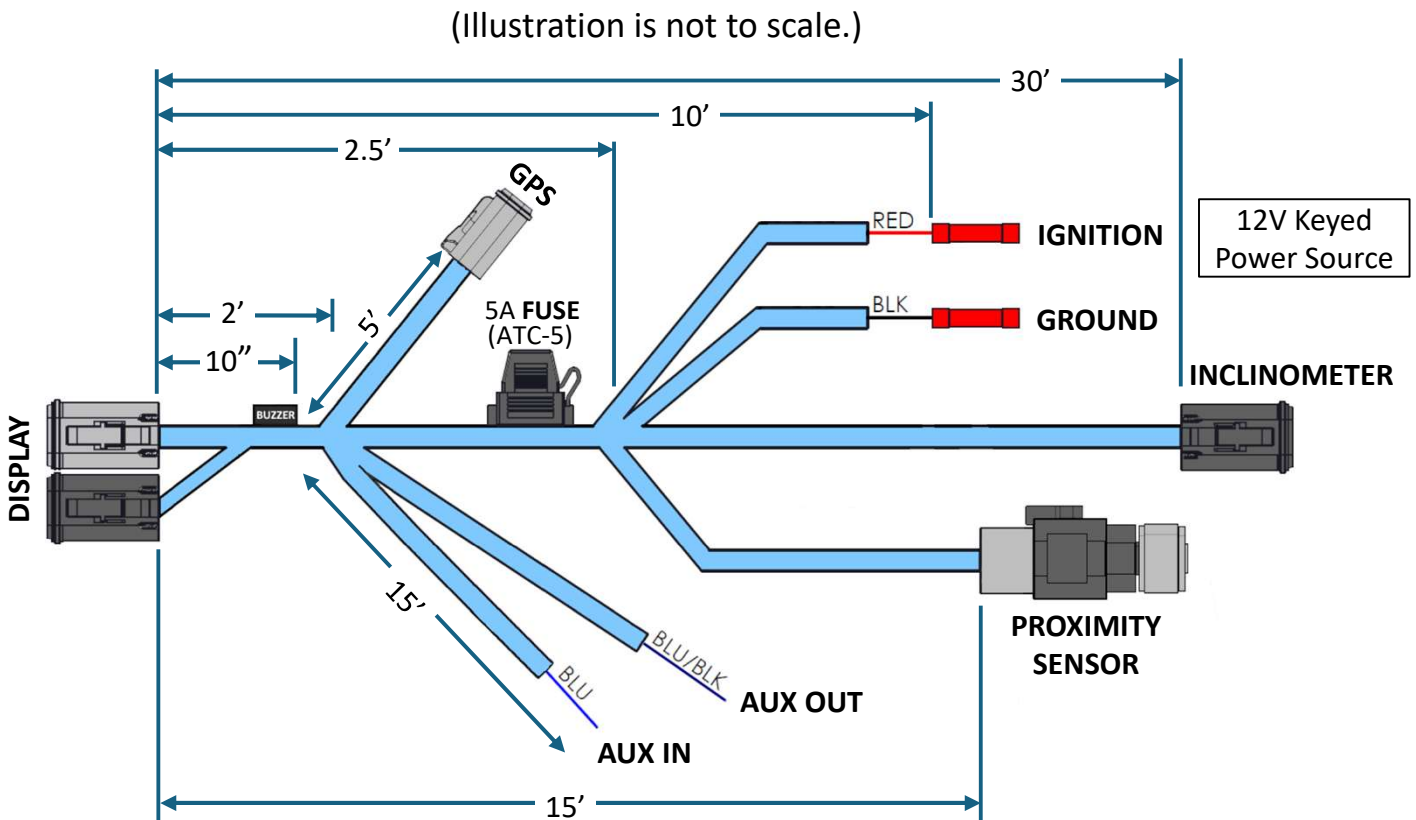


Refer to truck manufacturer recommendations when determining how to mount items to the truck. Brackets may need to be welded, as opposed to bolted to the truck.

HARNESS INSTALLATION

Installing the Harness

Approximate dimensions of the supplied harness are shown below. Drill any holes required for the harness to route from inside the cab to the components outside and to hide the harness where desired. Consult the truck manual for necessary wire routing considerations. Ensure that the harness is protected from sharp edges and high heat. Grommets may be required. Strain relief is recommended to prevent stress on connections. Ensure that there is enough slack in the harness to prevent stress from relative movement between the harness connection points (such as the movement of a cab that has shock absorption).



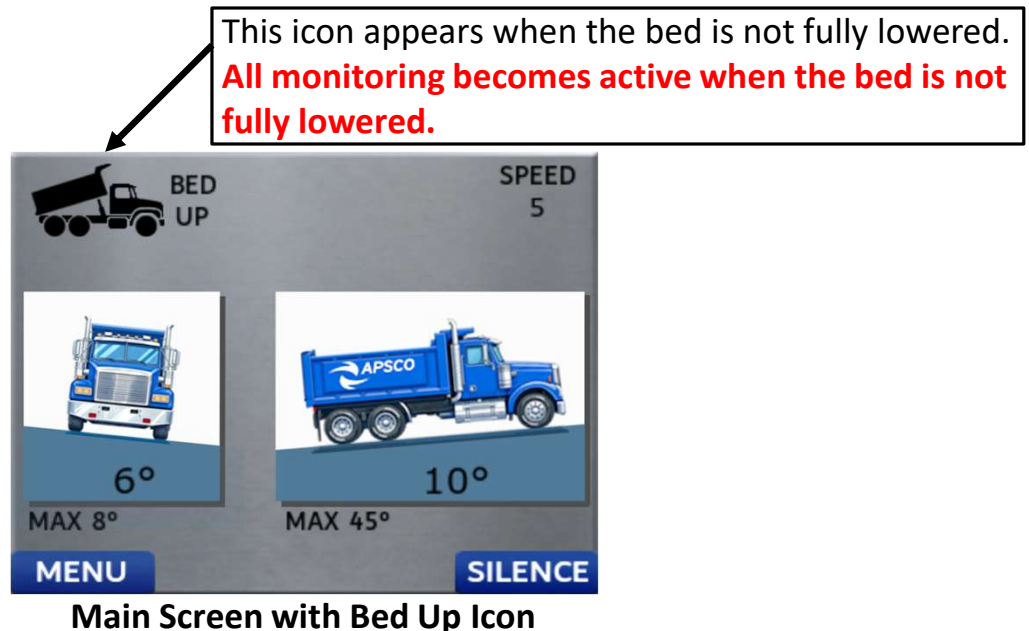
DISPLAY - MAIN SCREEN

The APEX Lite display is used to configure the angle limits and speed limit that will trigger an alert. These settings will need to be set by the user at initial installation. This section of the manual goes over the information on the screens and how to configure the settings.



The screen shown above is the main screen. This is mostly what the driver will see while APEX Lite is on. The truck animations show real-time angle readings from the inclinometer, with the images rotating as the angles change. The user-configurable angle limits are displayed so that the driver knows the max allowed truck bed angles when the bed is not fully lowered. These limits are always shown, but alerts only occur when the truck bed is not fully lowered. The labels along the bottom are the labels for the physical buttons below the screen. The screen is not a touchscreen.

As different events occur and if certain settings are enabled, the screen changes as shown in the images below.



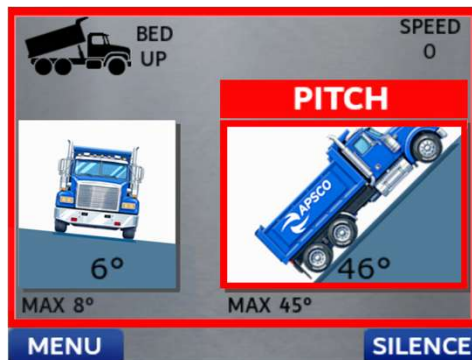
DISPLAY - MAIN SCREEN

The images below show the screen when the angle or speed limits are surpassed while the bed is not fully lowered. The buzzer in the harness will also turn on, so that the driver has an audible alert. The outer red border on the screen will flash on and off, and the other visual warnings will be maintained.

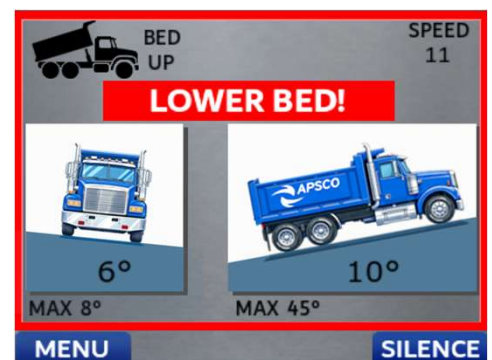
Keep in mind that angle and speed values on the screen are rounded, so alerts may occur before the values on the screen change to the next number.



Main Screen with ROLL Alert



Main Screen with PITCH Alert



Main Screen with SPEED Alert

Once a limit is surpassed and an alert is active, the value that is over-limit (roll, pitch, or speed) must drop slightly below the limit before the alert will clear.

The SILENCE button can be used to temporarily change the maintained audible alarm to an intermittent alarm. This will return to a maintained alarm after a short period of time.

Loss of Signal: The screen below shows the angle and speed sensor alerts. The buzzer turns on and off intermittently to warn the driver that there is a problem. When the display is not receiving data from the inclinometer, the inclinometer error is visible. When the display is not receiving GPS data and the bed is not fully lowered, the speed signal error flashes. A short delay occurs before the errors appear and before they are cleared. So, a signal must be lost for a short duration before the error is visible, and a signal must be maintained before the error is cleared. **The GPS puck may require 90 seconds at power-on to get a speed signal.** This is normal. However, the speed error will display during this time if the bed is not lowered.



Speed Signal Error
(GPS Puck)

Inclinometer Signal Error

Main Screen with Sensor Alerts

DISPLAY - SAFETY NOTICE SCREEN

When the system is powered on, an APSCO logo will appear briefly, and then the Safety Notice screen (shown below) will appear. This screen will stay in place until the driver accepts the safety notice by pressing the ACCEPT button. Bed angles and vehicle speed are NOT being monitored while this screen is visible. However, if the system doesn't see the signal from the proximity sensor (the bed is not fully lowered) and approximately 10 seconds have passed, the buzzer will sound intermittently and a red border around the ACCEPT button will flash.



This button must be pressed to accept the critical safety notice.

Critical Safety Notice Screen -
Occurs at Power-On

DISPLAY - MENU, SETTINGS

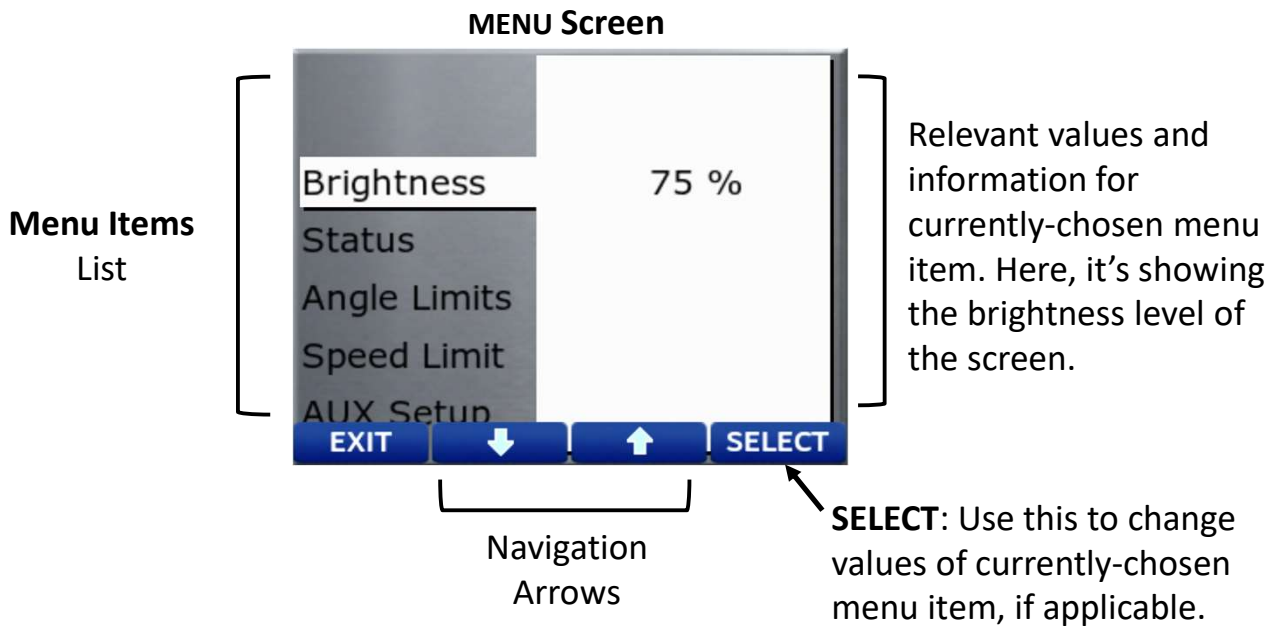
The functionality of the physical buttons can change, depending on what's happening on the screen. The labels along the bottom of the screen represent the functions of the physical buttons below them. Press button 1 (see below) to open the MENU screen.



Button 1: Corresponds to the label above it on the screen. Here, it's the **MENU** button.

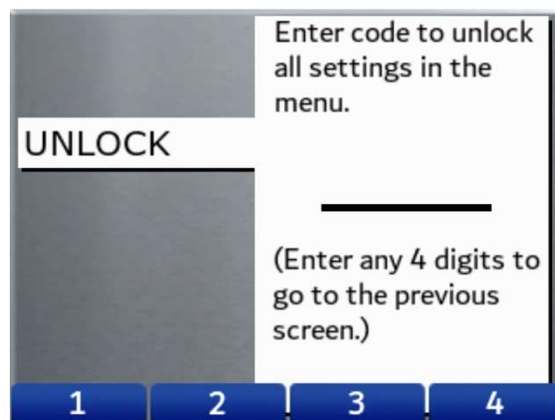
MENU Screen

DISPLAY - MENU, SETTINGS



The items on the left side of the Menu screen are the different menu items. Use the arrow buttons to scroll through the list. The area on the right is used to show relevant information or settings for the currently-chosen menu item (the item shown in the lighter area of the list). To change the settings of the currently-chosen menu item, press the SELECT button. **Settings are saved when the Main Menu is completely exited.**

Some settings will require a code for access. If the UNLOCK screen appears, enter **4231** to access the restricted settings. After any 4 digits are entered, the display will return to the previous screen, even if the code was inaccurate. The restricted settings won't be available until the correct code is entered.



UNLOCK Screen - Use PIN 4231 to unlock restricted settings.

DISPLAY - MENU, SETTINGS

The following section shows the different menu items and how to use them. When a value has a red box around it, it's chosen for updating. Use the buttons to change the chosen value or to select that item in a list.

Screen Brightness

SELECT button pressed.

Red box: value being changed.

Return to MENU.

Decrease/increase screen brightness.

Increase brightness to 100%.

STATUS Screen (information only)

INPUTS: Here, the bed is lowered (prox switch is on). The auxiliary input is ungrounded. **** See note.**

OUTPUTS: Here, the buzzer is off. The auxiliary output is on.

CAN Data: Here, the display is only receiving CAN data from the inclinometer. If a source is broadcasting, the dot will be green, and the source address will be shown.

The STATUS screen only shows information about the various inputs and outputs of the system. Nothing can be modified here.

- Green dot: On
- Red dot: Off

**** Note:** Auxiliary input and output are described in a later section of this manual.

Angle Limits

SELECT button pressed.

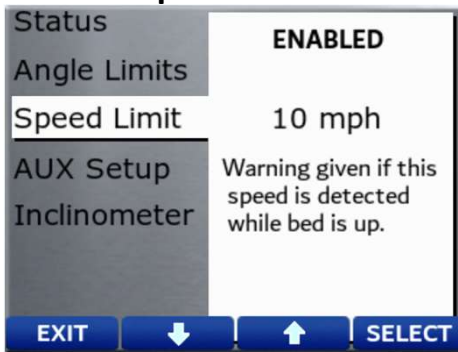
Angle Limits: The angles at which the system will alarm when the bed is not fully lowered.

Decrease/increase angle limit.

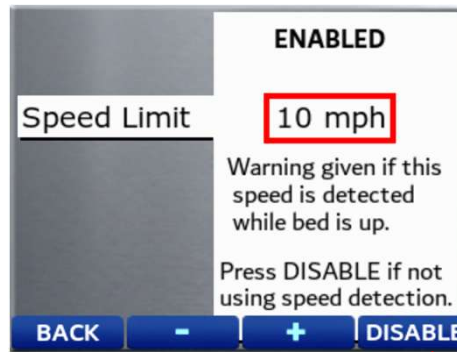
Move red border to the other angle setting.

DISPLAY - MENU, SETTINGS

Speed Limit



SELECT button pressed.



Decrease/increase limit.

If speed detection is disabled, the DISABLE button text changes to ENABLE, so that speed detection can be turned back on.

Disable speed detection.

**** Note:** AUX Setup is described in a later section of this manual.

If the real-time bed angle values do not seem accurate, the Inclinometer screen in the Menu can be used to zero out the angles. Follow the steps on the screen. **Ensure that the bed is level in both directions before setting the inclinometer angles to zero.**

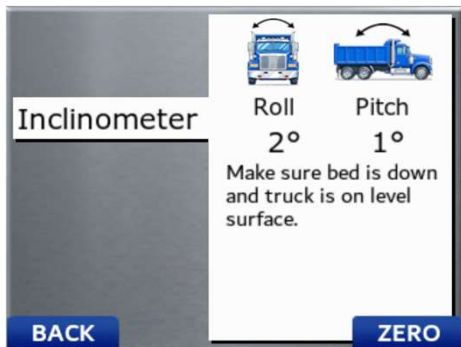
Inclinometer



Real-time values from the inclinometer. (If the values are “—”, then the display is possibly not receiving data from the inclinometer. This process will not work properly if that’s the case.)

Internal temperature reading from the inclinometer. The operating temperature range of the inclinometer is -40 °F to 185 °F. Outside of this range, the angle values may not be accurate.

SELECT button pressed.



Confirmation is required, so the ZERO button will need to be pressed **twice**. Follow the instructions on the screen.

The real-time angles will change to 0° if the calibration step is successful.

DISPLAY - AUX INPUT and OUTPUT

AUXILIARY INPUT and OUTPUT

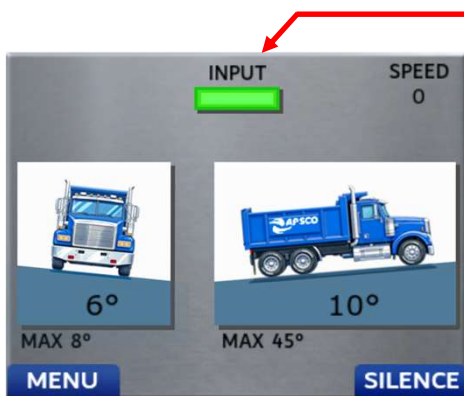
APEX Lite has settings and wiring for an optional auxiliary input and an optional auxiliary output. These are used separately from the rest of the system and have no effect on the other functionality described in previous sections of this manual.



These are to be used at your own risk. No specific functionality is guaranteed. Ensure that people will remain unharmed and equipment undamaged if the auxiliary input and/or output do or do not work as expected.

AUXILIARY INPUT

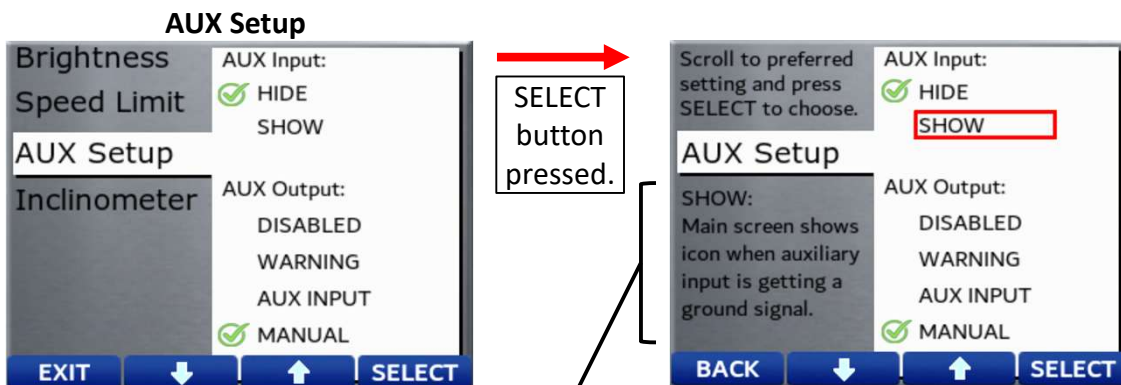
The auxiliary input is considered ON when the AUX INPUT signal wire in the wire harness (blue) is connected to **ground** (approximately less than 1 volt). The display settings can be configured so that an icon appears on the main screen when the auxiliary input is grounded.



AUX INPUT Icon: Visible when the AUX INPUT wire is connected to vehicle ground. (It must be the same ground that powers the APEX Lite system).

One possible use of the auxiliary input: Connect the AUX input wire to a pressure switch. The INPUT icon will be visible when the pressure switch is closed.

Use the AUX Setup screen in the menu to configure whether the INPUT icon is used. If HIDE is chosen, the INPUT icon on the main screen will not appear even if the AUX INPUT wire is grounded.



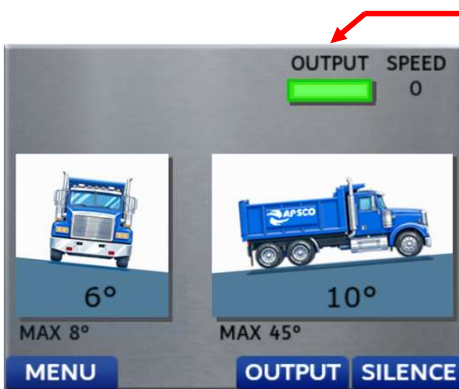
Description of setting with the red border.

The green checkmark shows how the setting is configured. To change the setting, use the arrows to highlight the desired setting and press the SELECT button. The checkmark will move to the chosen setting.

DISPLAY - AUX INPUT and OUTPUT

AUXILIARY OUTPUT

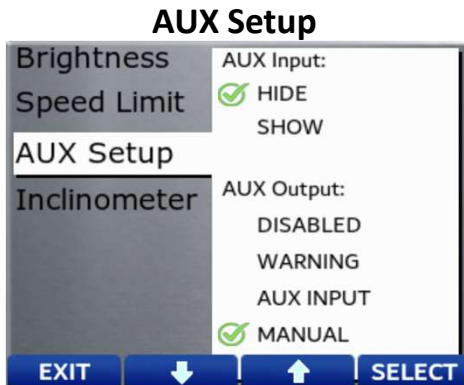
The auxiliary output is a **ground** output from the display that can be used to turn on an external device, such as a light or a relay. It can be configured in 4 possible ways, using the AUX Setup screen in the Menu. **The output is rated for ½ of an amp (.5A).** If an inductive device is used, such as a relay, **a flyback diode is required** to prevent damage to the display from voltage spikes.



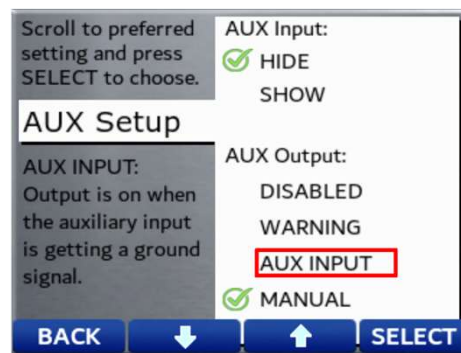
AUX OUTPUT Icon: Visible when the display is applying ground to the AUX OUT pin (wired to the blue/black AUX OUTPUT wire in the harness).

OUTPUT button is visible only when AUX Output is configured as MANUAL in the settings. (See below).

Use the AUX Setup screen in the menu to configure when the auxiliary output will be turned on (connected to ground) by the display.



SELECT button pressed.



Description of setting with the red border.

The green checkmark shows how the setting is configured. To change the setting, use the arrows to highlight the desired setting and press the SELECT button. The checkmark will move to the chosen setting.

Description of AUX Output Settings

- **DISABLED:** AUX Output is not used and will not be turned on.
- **WARNING:** AUX Output is on when the bed is not fully lowered **and** any of these conditions are present:
 - Bed side-to-side angle is over the user-configured ROLL limit.
 - Bed front-to-back angle is over the user-configured PITCH limit.
 - Vehicle speed is over the user-configured SPEED limit (if Speed Detection is enabled).
- **AUX INPUT:** AUX Output is on when the auxiliary input is grounded (even if the AUX Input setting is set to HIDE).
- **MANUAL:** The OUTPUT button on the main screen is used to turn the Aux Output on and off.

TROUBLESHOOTING

Problem: Roll, pitch, and/or speed alarms are on after initial installation.

- The default angle and speed limits are relatively low. APSCO can not recommend any angles or speeds. The user must decide these limits and adjust them to the desired values.

Problem: The GPS is not getting a speed signal.

- Keep in mind that the GPS takes longer at power-up to get data from the satellites. This can take over a minute. Better line-of-sight access to the sky may shorten this time.
- The GPS puck will likely not be able to provide speed data when inside of a building or if there is limited line-of-sight access to the sky.
- If the GPS does not have a signal after several minutes, or gets a signal intermittently, it may help to move the GPS puck to a location with more line-of-sight access to the sky.
- Use the STATUS screen in the MENU to verify that the display is receiving CAN data from the GPS puck. If not, there might be a CAN network issue or a problem with the wiring to the puck.
- Verify that there is 12V across pins 4 (+) and 3 (ground) of the connector going to the GPS puck.

Problem: The bed is fully lowered but the display is showing the BED UP icon.

- Verify that the proximity switch is still installed properly. See the Component Installation pages of this manual for the requirements.
- Verify that there is 12V across pins 1 (+) and 3 (ground) of the connector going to the proximity switch.

Problem: No angle data.

- Verify that the inclinometer is powered. It has lights on it that will be on if it's getting power.

Problem: The buzzer is not making noise when expected.

- Verify that the wires are intact.
- The buzzer may need to be replaced. It's connected to the harness via quick disconnect terminals.

WARRANTY - TERMS and CONDITIONS of SALE

EXCEPT AS OTHERWISE AGREED IN WRITING, THESE TERMS AND CONDITIONS GOVERN ALL OUR CONTRACTS TO THE EXCLUSION OF OTHER TERMS AND CONDITIONS. OUR QUOTATIONS AND ESTIMATES ARE NOT OFFERS CAPABLE OF ACCEPTANCE BY YOU, AND ANY ORDER PLACED BY YOU WILL ONLY BE ACCEPTED BY OUR WRITTEN CONFIRMATION OF SUCH ORDER.

GENERAL PROVISIONS

1. The definition of terms used, interpretation of this agreement and rights of parties hereto shall be construed under and governed by the Uniform Commercial Code of the State of Illinois. "Seller" when used herein means **Air Power Systems Co., LLC**. "Purchaser" when used herein means the person, firm or corporation to whom this quotation is addressed. "Equipment" or "Products" means those articles, supplies, drawings, data or other property/services described herein.
2. All quotations are for immediate acceptance and subject to change or withdrawal without notice before an order is acknowledged by Seller. This proposal shall not become effective until accepted by an authorized employee of the Seller. This proposal cannot be changed or varied by any verbal agreement. If this proposal is deemed to constitute an offer, it may be accepted only on terms set forth in this proposal, including, without limitation, these Terms and Conditions. If this proposal constitutes an acceptance of an offer, such acceptance is expressly conditioned on Purchaser's assent solely to the terms of proposal, including, without limitation, these Terms and Conditions. An acceptance of any part of the Equipment or services covered hereunder shall be deemed to constitute such assent. Any additional and/or different terms and conditions proposed by Purchaser and/or any attempt by Purchaser to vary any of these terms and conditions is a material alteration and is hereby objected to and rejected.
3. Unless otherwise agreed by Seller in writing, Seller's prices are subject to change without advance notice at any time prior to order acknowledgment. Seller reserves the right to adjust the invoice price, after the price is quoted and/or acknowledged, to take account of any material variation in Seller's costs beyond Seller's reasonable control since the date of the quotation or (if no quotation is issued) the order acknowledgement, and the invoice so adjusted shall be payable as if the price set out therein were the original contract price. All sales are subject to increase without notification by the amount of any sales or excise tax levied or charged by any governmental agency and are subject to any price adjustment necessitated by Seller's compliance with any government action.
4. All sales under all orders and these terms and conditions are subject to Seller and/or Government priorities, laws and regulations, now or hereafter established.
5. The Seller reserves the right to change, discontinue or modify the design and construction of any product or to substitute material equal to or superior to that originally specified, without notice to the Purchaser.
6. All claims by Purchaser for shortages in a shipment of Equipment or Equipment damaged in transit must be made against the carrier. All claims by Purchaser against Seller for nonconforming Equipment and claims for shortages in a shipment or damaged Equipment (other than claims to be made against the carrier) must be made in writing to Seller within ten (10) days after receipt of shipment or thirty (30) days after date of shipment, whichever occurs first, or they are waived.
7. Any action for breach of the contract hereunder must be commenced within one year after the cause of action has accrued. Only variations or modifications to the contract which are made in writing signed by Seller and Purchaser shall be enforceable. Any failure by Seller to enforce its rights under this contract will not be deemed a waiver of such rights.
8. All disputes arising under or in connection with this Contract shall be resolved by (a) good-faith negotiations by knowledgeable, responsible representatives of each party who are fully authorized to settle any such dispute, or (b) in the event such negotiations do not resolve such dispute, binding arbitration held in Chicago, Illinois, by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each party shall bear its own costs of these procedures; the parties shall equally split the fees of the arbitration and the arbitrator. Notwithstanding the above, either party shall have the right to seek a temporary restraining order or an injunction related to the purposes of this Contract, to compel compliance with confidentiality obligations, or to file suit to compel compliance with this dispute resolution process.
9. Purchaser may not assign, novate or otherwise transfer its rights or obligations under this contract without Seller's prior written consent, and any attempt to do so shall be null and void and of no effect.

CANCELLATION

Purchaser cannot cancel orders under any circumstances without Purchaser first reaching an agreement in writing with Seller covering all Seller's damages. At a minimum, such an agreement must reimburse the Seller for all expenses incurred (including but not limited to costs of purchased materials), engineering costs, and a reasonable mark-up to cover overhead and profit; cancellation charges shall be, at a minimum, at least 15% of the purchase price of the goods covered by the cancelled orders.

ENGINEERING CRITERIA

The Equipment furnished by Seller are sophisticated engineering products; accordingly, Purchaser undertakes:

1. That it has provided and will promptly provide all the information reasonably necessary to enable Seller to (i) evaluate the requirements for performing and (ii) perform the Contract, and that all such information is full and accurate;
2. That all premises, plant, engineering support, spare parts, connected pipe work and machinery and inputs that it is required to provide for the design, engineering, installation, testing and use of the Products are fit for their purpose and of good engineering quality;
3. Fully to co-operate with Seller in the design, engineering, installation, testing and use of the Products;
4. To use the Products for the intended purpose only and in accordance with the Product literature; and
5. Not under any circumstances, to use any unapproved spare part, connected machinery, service or repair or use the Products in any manner as may render the Products dangerous and agrees that any breach of these negative criteria will negate all specific and implied conditions and obligations on the part of Seller relating to the quality of the Products.

Purchaser further agrees that it will be liable to Seller for any costs, expenses and losses it suffers by reason of any breach of these undertakings.

DRAWINGS, DESIGNS AND CONFIDENTIALITY

1. All of Seller's specifications, designs, drawings, indications of physical, chemical and electronic properties and indications of inlet pressure or vacuum, pressure output and power consumptions ("the Designs") are made in good faith and are approximate indications only and are not binding in detail unless Purchaser has specified in writing a particular indication upon which he is relying and Seller shall be entitled to vary the same and/or to correct errors and omissions provided the Products remain in substantial conformity with the contractual requirements.
2. The Designs (including all copyright, design right and other intellectual property in them) shall as between the parties be the property of Seller; and Purchaser is not entitled to make any use of the Designs other than for the purpose of this Contract.
3. Any inventions, modifications, improvements, techniques or know-how affecting the Products made or gained in the course of performing this Contract, shall belong to Seller absolutely.
4. Neither party shall disclose to third parties or use for its own purposes any confidential information or trade secrets of the other party.

WARRANTY - TERMS and CONDITIONS of SALE

SHIPMENT, PAYMENT, AND CREDIT

1. Credit Terms of Payment: A. Domestic – Net thirty (30) days from date of invoice. Delinquent accounts shall bear interest at 18% per annum thereafter, until paid. Said interest rate shall be reduced to the maximum permissible rate in any state having laws which so require. B. International – Unless otherwise agreed to by the Seller's Manager of Credit and Collection, payment shall be in U.S. Funds by wire transfer or irrevocable Letter of Credit, confirmed by a major U.S. Bank. In addition to such late payment charges, Seller may add to the amount past due any costs associated with collection thereof, including reasonable attorneys' fees.
2. Seller may, in its sole discretion, accept payment for Products by cash in advance or by money-down with scheduled progress payments.
3. Shipments and deliveries shall be subject to approval of Seller's Credit Department. If Purchaser fails to fulfill the terms of payment, or if at any time before payment in full is made (whether or not payment is yet due) a petition is presented or resolution passed for the winding up or bankruptcy of Purchaser, or in the event of the appointment of a receiver or administrator of Purchaser's business, Seller may defer further shipment or at its option, cancel the unshipped balance. Seller reserves the right previous to making any shipments, to require from Purchaser satisfactory security for performance of Purchaser's obligation. No failure of Seller to exercise any right accruing from any default of Purchase shall impair Seller's right in case of any shipment default of Purchaser.
4. All sales are Ex Works (EXW, Incoterms 2010) Seller's plant unpacked and subject to VAT or other taxes (unless specifically stated to the contract). Seller may, in its discretion, select the carrier unless specified in advance by Purchaser.
5. While expected dates of delivery of goods are given in good faith, the same are not of the essence of or in any way terms of the contract or representations of fact. All shipping dates given are approximate, and while effort is made to maintain schedules, Seller will not be liable for damages on account of delay. In case of delay by Purchaser in furnishing complete All shipping dates given are approximate, and while effort is made to maintain schedules, Seller will not be liable for damages on account of delay. In case of delay by Purchaser in furnishing complete schedules or information, delivery dates may be extended for a reasonable time depending on factory conditions. The Seller shall not be responsible for reasonable or excusable delays nor shall the Purchaser refuse to accept delivery because of any such delays. Excusable delays include, without limitation, delays resulting from accidents, fires, floods, severe weather or other acts of God, strike, lockout or other labor difficulties, embargoes, government controls or other forms of intervention, inability to obtain labor, materials or services and other causes beyond Seller's control. If there is a scarcity in any of its products or goods, Seller will allocate its available supply in its sole discretion.
6. Title to the Products shall transfer to the Purchaser on the earlier of full payment and delivery; provided, however, that in the event delivery is prior to full payment, the Seller shall retain a security interest in the Products until the Seller receives payment in full. Pending payment of the full purchase price of the Equipment or parts furnished by Seller, Purchaser shall at all times keep the Equipment or parts comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by Purchaser in an amount at least equal to the balance of the price for the same from time to time remaining outstanding. In addition, the Purchaser undertakes not to charge by way of security any of the Products that remain the collateral of the Seller.
7. In the event of Cancellation in accordance with the provisions hereof, or in the event of non-payment (in full or in part) for the Equipment by the due date, Purchaser hereby irrevocably licenses Seller (insofar as it is able) to enter upon any premises to repossess the Equipment.

INDEMNITY

Purchaser will indemnify, defend and hold Seller, its affiliated companies and their respective directors, officers, employees and agents harmless from any loss, claim, cost, expense or damage (including payment of reasonable attorneys' fees) suffered or incurred by any of them and/or for which any of them may be liable to any third party due to, arising from or in connection with, directly or indirectly:

- i. any violation of law, negligence, omission or intentional misconduct on the part of the Purchaser, its servants, agents or employees;
- ii. Purchaser's instructions or lack of instructions or Purchaser's failure or delay in taking delivery;
- iii. the breach of any provision of this Agreement by Purchaser; or
- iv. any infringement or alleged infringement of patents, trademarks, copyright, design, right or other intellectual property right occasioned by the importation, manufacture or sale of the Equipment if made to the specification or special requirement of Purchaser.

LIABILITY

Seller's total liability for any and all claims, damages, losses and injuries arising out of or relating to Seller's performance or breach of any term herein shall not exceed the purchase price of the Equipment. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL SELLER BE LIABLE FOR LIQUIDATED, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EXPENSES OR COSTS, INCLUDING BUT NOT LIMITED TO: (1) LOSS OF PROFITS, BUSINESS OR GOODWILL; (2) LOSS OF USE OF EQUIPMENT OR FACILITIES; OR (3) LOSS RESULTING FROM UNUSABLE MACHINERY OR FACILITY DOWNTIME, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL FOR SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

DISCLAIMER OF WARRANTY

SELLER DOES NOT WARRANT THE MERCHANTABILITY OF ITS PRODUCTS AND DOES NOT WARRANT THE FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE. SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS AND EXCLUDES, ANY WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THE WARRANTY CONTAINED HEREIN. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED BEYOND THAT WHICH IS DESCRIBED BELOW.

WARRANTY OF GOODS MANUFACTURED BY SELLER

1. Except to the extent Seller specifies another warranty period in writing, Seller warrants products and parts manufactured by it and sold hereunder to be free from material defect in material and workmanship for a period of twelve (12) months from date of startup or twenty-four (24) months from date of shipment whichever occurs sooner; or, for Thermaflow® coolers, (24) months from date of shipment (the "Warranty Period"). provided, however, that Seller's sole responsibility under this warranty shall be to either repair or replace at Seller's option, any part which fails during the Warranty Period because of a defect in workmanship and material. Such replacement parts shall be provided at no cost to Purchaser, at the business establishment of Seller during regular working hours. Seller's obligation under this warranty shall not include any transportation charges, cost of installation, duty, taxes or any other charges whatsoever.
2. Seller shall be under no liability for breach of the warranty set forth herein: (i) unless the Equipment has been properly installed, used, maintained and serviced; (ii) unless Purchaser has promptly informed Seller in writing of the defect alleged within the Warranty Period and within 7 days of the discovery thereof; (iii) with respect to wearing and consumable parts; (iv) if Purchaser places Products in long-term storage and fails to perform proper long-term storage preparations per Seller's instructions; and/or (v) to Equipment or component parts or accessories thereof not manufactured by Seller.
3. Seller makes no representation regarding compliance with any state, provincial, or local law, rules, regulations, building code or ordinance relating to the installation or operation of the Equipment.
4. If the Purchaser informs the Seller of a defect after the Warranty Period has expired, then Seller may offer advice (free of charge) and may offer repair or replacement at Purchaser's expense. Any dispute as to whether a defect is covered by the Warranty shall be immediately referred to an expert to be agreed by Seller and Purchaser whose decision shall be final and binding upon the parties.
5. There are no third party beneficiaries of the Warranty granted by Seller.

WARRANTY OF OTHER MANUFACTURER'S PRODUCTS

Seller makes no warranties or representations of any kind whatsoever, either expressed, implied or statutory on any component parts or accessories sold hereunder not manufactured by Seller. Seller hereby extends the manufacturer's warranty or guaranties, if any, given to Seller by the manufacturer of said component parts and accessories, but only to the extent Seller is able to enforce such warranty or guaranties. Seller does not guaranty warranties of other manufacturers' products. Claims under any manufacturer's warranty shall be made in accordance with the manufacturer's requirements regarding the return, repair or replacement of the goods. Seller agrees to use its best efforts and cooperate with Purchaser in enforcing claims against manufacturer(s) for defects that may occur.

Seller has not authorized any party to make any representation or warranty other than the above warranty statements.



WARRANTY - TERMS and CONDITIONS of SALE

CONFLICTING LAW

Some jurisdictions provide rights in addition to those listed above, or do not allow the exclusion or limitation of implied warranties, or liability for incidental or consequential damages. If any provision or part of a provision of these terms is found to be illegal, invalid or unenforceable under any applicable law, such provision or part of a provision shall, insofar as it is severable from the remaining terms, be deemed omitted from these terms and shall in no way affect the legality, validity or enforceability of the remaining terms.

SPECIAL PROVISIONS

1. The Products nor the parts sold hereunder are designed or manufactured for use in or with any atomic installation or activity. If the Purchaser or the ultimate user of the Products or parts intends to use the Products or parts in such an installation or activity, the Seller's Terms for Nuclear Sales shall be a part of this Contract. The Seller will furnish the Purchaser with a copy of its Terms for Nuclear Sales upon request.
2. Purchaser understands and agrees that the Products may be subject to export and other foreign trade controls restricting resales and/or transfers to other countries and parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States (together, "Trade Control Laws"). Purchaser shall not export, re-export, transfer, or otherwise dispose of the Products directly or indirectly, except as permitted by applicable Trade Control Laws. Purchaser shall not do anything that would cause the Seller or its affiliates to be in breach of applicable Trade Control Laws. Furthermore, Purchaser shall protect, indemnify and hold harmless the Seller and its affiliates from any fines, damages, costs, losses, liabilities, penalties, and expenses incurred by the Seller as a result of Purchaser's failure to comply with this clause.
3. Data Privacy. Purchaser understands and agrees that certain of the Products include technology that allows Seller to collect technical and product-related information regarding such Products and to conduct remote diagnostics testing of such Products. This technology allows Seller to better serve and assist Purchaser in the event such Products need to be repaired, and to maintain and improve the Products. Purchaser agrees to grant and hereby grants Seller a transferable, sub-licensable, non-exclusive, non-revocable, worldwide right to access and use the data collected and processed by the technology for Seller's business purposes, including analysis, research, and development. In addition, Seller may share such information with its affiliates, subsidiaries, and service providers; and with third parties but only in an aggregate, de-identified format, with third parties for research, statistical and business purposes unless otherwise agreed to or in accordance with the applicable privacy policy. To the extent that Seller receives any individually identifiable personal information regarding Purchaser from such technology, Seller's policy is to protect the confidentiality of such information, and to prohibit the unlawful disclosure of Purchaser's personal information to third parties. Seller will take reasonable steps to insure the safety of Purchaser's personal information.



DUMP



BULKTRANSFER



SNOW & ICE



REFUSE & WASTE



REFUSE & WASTE



OIL & GAS

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In order to provide you the highest quality, full featured products, we reserve the right to change our specifications and designs at any time. Specifications and performance data are subject to change without notice.