



STANDARD TERMS AND CONDITIONS

1. We warrant that processing and finishing shall meet customer's specifications supplied in writing with the order that such processing and finishing shall be free from defect in material or workmanship. If the customer specifies methods and procedures to be followed, we will assume no responsibility for the correctness of such methods and procedures or the result when they are allowed. In the absence of full disclosure by the customer of the use of material or parts to be processed and finished, we assume no liability for subsequent failures or defects.
2. Our liability for any cause is limited to (a) the cost of direct labor and material of product lost or directly damaged by our processing, or (b) three times our charges on such material, whichever is the lesser. We shall not be liable, whether as a result of breach of contract, warranty (merchantability, fitness or other), alleged negligence or otherwise, for special, consequential, or incidental damages including, but not limited to, loss of profit or revenue, loss of use of delivered materials or claims made against the customer for damages or penalties. Our charges are based on this policy-limiting liability. The limitation of liability is pursuant to "industry standards."
3. No claim for shortage in weight or count will be allowed unless made in writing and presented or mailed within five (5) working day after receipts of material or merchandise by the customer or the customer's consignee to whom it was delivered. However, shrinkage of quantity in processing of two percent (2%), and in the case of reel-to-reel plating, five percent (5%), shall be allowed without charge or liability.
4. Any material or merchandise found upon our inspection, to be improperly processed by us will be refinished without charge provided that: (a) Notice of defect is given in a writing within ten (10) working days from the date of delivery to the customer, (b) We are given the opportunity to inspect the material or merchandise prior to return, and (c) Materials or merchandise returned are in the same condition as when originally delivered by us. Processing or assembly of any such rejects by you or any other party shall constitute a waiver of liability on our part.
5. We assume no liability for any loss or damage to merchandise or material while in transit to or from our facility, whether in trucks or vehicles owned by us, the customer, or third party acting in our, the customer's or an agent acting on our customer's behalf. The provisions of this section may be altered or modified by separate written agreement, and any liability we assume will be covered by separate charge for such coverage.
6. In the event that results of metal finishing operations are unsatisfactory due to metal imperfections, changes in grade or composition of materials, manufacturing and/or fabricating imperfections, usages for which the plating or other finishing operation was not reasonably designed and similar variables over which we have no control, the customer would be required to pay the contracted amount for the finishing operation(s) performed.
7. We reserve the right, at our option, either to reject work or make an extra charge for finishing any base metal below our agreed upon standard.
8. We resume no responsibility for defective plating or other finish on materials or merchandise previously plated or finished by others.
9. We shall not, under any circumstances, be considered as an insurer of customer's material or merchandise and shall not be liable, regardless of cause, for loss for fire, explosion, theft, pilferage, vandalism, casualty or acts of God while such material or merchandise is in our possession. The provisions of this section may be altered or modified by separate written agreement, and any liability we assume will be covered by a separate charge for such coverage.
10. Quotations are open for acceptance thirty (30) days from issuance. After thirty (30) days, prices and terms are subject to change without notice unless otherwise specified.



STANDARD TERMS AND CONDITIONS (Continued)

11. All quotations, orders, agreements, or modifications thereof are contingent upon and subject to any and all occurrences beyond our control, including, but not limited strikes or boycotts (whether occurring at our factory, your plant or factory, the plant or factory of any supplier to either the customer or ourselves, or elsewhere), accidents, theft, fire, war, shortage of materials or equipment, casualty or acts of God, and we shall not be liable for failure to perform any agreement for such causes.
12. For special or experimental processing and finishing, our charges are not contingent upon the success of work or the benefit derived there from by customer.
13. We reserve the right to make partial or installment deliveries, for which the customer shall pay at the contract price. Defective delivery or non-delivery with respect to any installment or partial delivery under this contract shall be serviceable breach and shall not give the customer the right to treat the entire contract as breached.
14. Special tools, racks and fixtures required for the performance of the work herein described which have been designed and/or built by us shall be and remain our property whether or not the customer is charged with time and/or material in connection therewith.
15. In the event of customer cancellation of an order, the customer shall reimburse us for the work completed, the work in the process and for tooling and engineering expenses incurred in connection with said order.
16. All customer merchandise in our possession shall be subject to a general lien for all monies owing by the customer to us, whether due or payable and whether or not such monies are owing to us for work, labor or services rendered or materials or equipment used in connection with such merchandise.
17. During storage and transportation of customer material or merchandise, the customer's containers used for delivery to us shall be used for reshipment, and any damages resulting from the use of such containers shall be at the customer's risk. Should the customer desire other packaging or containers, we shall charge for material and handling and will provide such service upon receipt of a written order.
18. The provisions of the Uniform Commercial Code shall govern unless these Terms and Conditions provide to the contrary. The laws of our state and domicile shall govern all interpretation of the terms of the transaction between parties.
19. A service charge may be added to accounts not paid within thirty (30) days to cover additional processing and carrying costs. If any legal action is necessary to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which it may be entitled.
20. The provisions hereof constitute the entire agreement between parties. Any changes, alterations, waivers, or modifications with respect to the job performed or the terms of sale, or any other matter set forth herein, must be in writing and signed by a duly authorized representative of our company.

These terms and conditions shall apply to this and any future order or agreement for the processing of any materials or merchandise.