

## TERMS AND CONDITIONS

### Technical Plating, Inc.

#### General

The provisions hereof constitute the entire agreement between parties. These terms and conditions shall apply to this and any future order or agreement for the processing of any materials or merchandise, unless superseded in writing by a duly authorized representative of Technical Plating, Inc.

#### Liability

Our liability for any cause is limited to the cost of direct labor and material of product loss directly damaged by our processing or two times our processing charges on such material, whichever is the lesser. Our pricing is based on this policy, limiting liability.

Any material or merchandise found upon our inspection to be improperly processed by us will be re-finished without charge, provided the following:

- 1) Notice of defect is given within thirty (30) working days from the date of receipt.
- 2) We are given the opportunity to inspect material prior to return.
- 3) Returned materials are in the same condition as when originally received by the customer.

Processing or assembly of any such rejects by you or any other party shall constitute a waiver of any liability on our part.

We assume no liability for any loss of, or damage to material while in transit to or from our plant.

#### Materials Furnished

In the event that the results of the metal finishing operations are unsatisfactory due to metal imperfections, changes in grade or composition of materials, manufacturing and/or fabrication 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 performed.

We reserve the right, at our option, either to reject work or to make an extra charge for finishing any base metal below our agreed standard.

We assume no responsibility for defective plating or other finish on materials or merchandise previously plated or finished by others.

During storage and transportation of customer's material, customer's containers used for delivery to us shall be used for reshipment, and any damage resulting from the use of such containers shall be at the customers risk in lieu of agreement to the contrary.

#### Insurance

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 by fire, theft, pilferage, vandalism, casualty, or acts of God while such material or merchandise is in our possession.

#### Invoicing

All customer's merchandise in our possession shall be subject to a general lien for all monies owing by the customer to us, whether or not 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.

**Invoices unpaid on due date shall be considered delinquent and thereafter subject to a finance charge computed by a single monthly periodic rate of 1½% being an annual percentage rate of 18%.**

#### Warranty

We warrant that processing and finishing shall meet customer's specifications supplied in writing with the order and that work processing and finishing shall be free from defect in material or workmanship.

#### Miscellaneous

For special or experimental processing and finishing, our charges are not contingent upon the success of the work or the benefit derived therefrom by the customer.

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 will remain our property whether or not the customer is charged with time and/or material in connection therewith unless otherwise specified.