



## TERMS AND CONDITIONS

The following Terms and Conditions apply to all orders placed with Technical Plating, Inc. for electroplating, coating, metal finishing, research, consulting, or any other related services. The Customer hereby assents to and shall be bound by each and every term and condition set forth herein, notwithstanding and irrespective of any terms and conditions in the Customer's purchase order, invoice or other purchase documents (whenever issued) which may be different than or inconsistent with those stated herein. Technical Plating, Inc. is referred to as Technical Plating ("Technical Plating", "we", "us", or "our") and the entity or person who is ordering the services or products is referred to as the Customer ("Customer", "you", or "your").

1. Technical Plating warrant that processing and finishing shall meet the Customer's specifications supplied in writing with the order and that such processing and finishing shall be free from defects in material or workmanship at the time of delivery. If the Customer specifies methods and procedures to be followed, Technical Plating will assume no responsibility for the correctness of such methods and procedures or the result when they are followed. Technical Plating is not liable for incidental or consequential damage and further makes no warranty, expressed or implied, as to the merchantability or fitness for a particular purpose of any product or service subject to this agreement. No Terms or Conditions of any Purchase Order or similar document submitted by the Customer will become part of any agreement with Technical Plating unless accepted in writing by an officer of Technical Plating.

2. The foregoing warranty in section 1 is exclusive and in lieu of all other warranties, express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose, and all other warranties are hereby disclaimed and excluded by Technical Plating. Technical Plating's reimbursement and liability for any cause is limited to and shall not exceed the amount of the processing charges for the work done by Technical Plating on any material. The Customer agrees and understands that this limitation of liability is not an exculpatory clause. In no event shall Technical Plating be liable for Customer's or any other persons' consequential or incidental damages resulting from Technical Plating's performance under any order, including but not limited to, any damages that result in any way from the Customer's or any other persons reliance or use of any products or materials worked on or provided under any order, even if Technical Plating has been advised of the possibility of such damages. By placing your order, you expressly agree to these limitations.

If the Customer proposes a different or additional liability provision, the same must be agreed to in writing and signed by a duly authorized representative of Technical Plating before work is started or services are provided. In such event, the Customer understands that a different charge for services must be agreed on, reflecting the higher risk to Technical Plating and that no work will be started until both Technical Plating and the Customer have signed an agreement setting forth the new charges and terms of liability. Otherwise, the terms set forth herein are binding on the Customer.

It is agreed by Customer and Technical Plating that the inability to discover a defect within the stated notice of defect time frame, Section 4, will not void the limitation of liability contained in this agreement. It is the Customer's obligation to notify Technical Plating if it does not agree to the limitation of liability contained herein and a failure on the part of the Customer to do so in writing before work starts will be deemed as acceptance of this limitation of liability.

3. No claim for shortage in weight, defect or count will be allowed unless made within seven (7) working days after the receipt of material or merchandise by the Customer or the Customer's consignee to whom it was delivered, provided, however, a shrinkage in processing of two (2%) percent shall be allowed without charge or liability. Technical Plating will, in no event, be responsible for weight counts or other inspection functions for merchandise received from third parties on behalf of the Customer.

4. In order to assert a claim against Technical Plating, the Customer must:

- 1) provide written notice of defect to Technical Plating within thirty (30) working days from the date of delivery from Technical Plating's facility,
- 2) Technical Plating is given the opportunity to inspect the material or merchandise prior to return,
- 3) materials or merchandise returned are in the same condition as when originally delivered by Technical Plating.

No claim shall be allowed until such an inspection is performed by Technical Plating, or the opportunity for inspection has been declined in writing by a duly authorized representative of Technical Plating. Responsibility and cost pertaining to the transportation of the product in question will be handled on an individual basis and agreed upon between both parties.

5. To satisfy a claim, Technical Plating will have the right, but not the obligation, to refinish the material at our cost. Any material or merchandise found, upon our inspection, to be improperly processed by us may be refinished without charge provided materials or merchandise returned have not been altered structurally or chemically since processed by us. Processing or assembly or any such rejections by you or any other party shall constitute a waiver of any liability on our part.

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 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 will be required to pay the contracted amount for the finishing operation performed.

7. Technical Plating reserve the right, at our option, either to reject work or make an extra charge for finishing any base metal below our agreed standard. You will be notified of the situation, and your written approval of such charges sent back to us, prior to any extra charges and/or services being applied. Abnormal pre-plating processes such as descaling, de-rusting, sandblasting, etc. will necessitate additional charges unless otherwise noted in the quotation. You will be informed of the situation, and your written approval will be sent to us prior to the extra processes being performed and billed.

8. Technical Plating assumes no responsibility for defective plating or other finish on materials or merchandise previously plated or finished by others.

9. Technical Plating assumes no liability for any loss or damage to merchandise or material while in transit to or from Technical Plating's plant, whether in trucks or vehicles owned by Technical Plating, the Customer, or any third person acting in Technical Plating's or the Customer's behalf. Merchandise or materials to be shipped by Technical Plating shall be F.O.B. Origin, unless otherwise specified. Technical Plating 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, explosion, theft, pilferage, vandalism, casualty or acts of God while such material or merchandise is in our possession.

10. Material cost prices are based on current metal prices on the LME "London Metals Exchange". Prices on parts may be adjusted quarterly by Technical Plating to reflect changes in metals cost as listed on the LME. The new prices will be effective on all parts plated after giving Customers fifteen (15) days written notice.

11. Quotations are open for acceptance for sixty (60) days from issuance. After sixty (60) days, prices and terms are subject to change without notice unless otherwise specified. All price quotations are valid on work performed within sixty (60) days from the date of the quotation unless extended in writing.

12. All quotations, orders or agreements, or modifications thereof, are contingent upon and subject to any and all occurrences beyond our control, including, but not limited to, strikes or boycotts (whether occurring at our plant, your plant, facility, or factory, the plant, facility, or factory of any supplier, either of the Customer or of ourselves, or elsewhere), accidents, thefts, fires, war, shortage of materials or equipment, casualty, or acts of God, and Technical Plating shall not be liable for failure to perform any agreement for such causes.

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

14. Deliveries made by Technical Plating within two (2) days of the specified time shall be deemed in full compliance with our agreement. Technical Plating 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 severable breach and shall not give the Customer the right to treat the entire contract as breached.

During storage and transportation of Customer's material or merchandise, Customer's containers used for delivery to Technical Plating shall be used for reshipment and any damage resulting from the use of such containers shall be at the Customer's risk. Should the Customer desire other packaging or containers, Technical Plating will charge for materials and handling and will provide such service upon receipt of a written order. Additional charges may be incurred by the Customer for repackaging goods to other specifications.

15. Special tools, racks and fixtures required for the performance of the work herein described which have been designed and/or built by Technical Plating shall be and remain Technical Plating's property whether or not the Customer is charged with time and/or material in connection therewith.

16. In the event of Customer's cancellation of order, the Customer shall reimburse Technical Plating for the work completed and work in process and for tooling and engineering expenses incurred in connection with such order and any lost profit.

17. All Customer's material and merchandise in our possession shall be subject to a general lien for all monies owing by the Customer to Technical Plating, whether or not due or payable, and whether or not such monies are owing to Technical Plating for work, labor, or services rendered, or materials or equipment used in connection with such merchandise.

18. A service charge in the amount of the lesser of 1 1/2% per month (18% per annum), or the maximum allowed by law, may be added to all invoices that are thirty (30) days past due as of the tenth of the following month. All amounts due for purchases are payable to 8760 Xylon Avenue North, Minneapolis, Minnesota, 55445.

19. In the event of bankruptcy or insolvency proceedings involving the Customer, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, or if the Customer is insolvent or fails to perform any obligation arising from this order or the terms and conditions contained herein, including, but not limited to, default of payment, Technical Plating may, without any liability whatsoever and without prejudice to any other rights or remedies which Technical Plating may have at law or in equity, immediately terminate in whole or in part, further performance by Technical Plating of its obligations arising from this order or the terms and conditions contained herein.

20. The provisions of the Uniform Commercial Code shall govern, except as provided in these Terms and Conditions to the contrary and all interpretation of the terms of the transaction between the parties shall be governed by the laws of the State of Minnesota.

21. If any provision or part of this instrument shall be declared invalid by a court of competent jurisdiction, such invalidation shall not affect the valid provisions hereof.

22. Customer shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and extended by us in enforcing the covenants and agreements of this contract, whether by the institution of litigation or in taking the advice of counsel, or otherwise.

23. Technical Plating make no warranties or representations, expressed or implied, as to workmanship, performance, quality, durability, fitness for purpose or merchantability for any of the articles we process. This disclaimer is for all liability including, among other, liability for consequential, incidental, and special damages. The only warranties applying to such articles are those which are written and are specially provided by Technical Plating. Seller makes no warranties concerning the manufacturer's warranties. **THE WARRANTY EXPRESSED IN THIS PARAGRAPH 23 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

24. Technical Plating at the request of the Customer, may store raw or finished materials for a period of twenty (20) days from the date received, with no storage charge. Charges after the twenty (20) day period may be applied at a rate of \$100 per month per pallet location. Storage terms other than these stated in item 24 must be prearranged and signed by agents of all parties involved. Technical Plating reserves the right to send stored materials back to the Customer after the twenty (20) day storage period in lieu of the application of the storage fee. Due to the possibility of a corrosive atmosphere in a metal finishing area, Technical Plating will not be held responsible for atmospheric related damage to any materials stored at Technical Plating for a period longer than twenty (20) days from the date of receipt to its facilities.

25. The provisions hereof constitute the entire agreement between parties. Any changes, alterations, waivers or modifications with respect either as 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 Technical Plating, specifically stating our intent that these TERMS AND CONDITIONS are intended to be modified or supplemented. These terms and conditions shall apply to any existing or future order or agreement for the processing of any materials or merchandise. Our acceptance of your order is expressly made conditional on your assent to these Terms and Conditions.

26. Technical Plating, Inc.'s terms and conditions supersede and replace any Customer's terms and conditions in conflict with Technical Plating, Inc.'s terms.