

WARRANTY AND RETURNS POLICY EFFECTIVE NOVEMBER 1, 2020

1. **Warranty and Disclaimers.** Metal Tech hereby warrants that all services and material provided by Metal Tech will conform to the written specifications and requirements contained in the purchase order document provided by the Customer. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY METAL TECH AND IS IN LIEU OF ALL OTHER WARRANTIES RELATING TO THE SERVICES PERFORMED OR MATERIALS USED BY METAL TECH, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO WORKMANSHIP, SUITABILITY OF MATERIALS, MERCHANTABILITY, OR THAT THE SERVICES OR MATERIALS PROVIDED ARE FIT FOR, OR MAKE THE PRODUCT SUITABLE FOR, A PARTICULAR PURPOSE. NO WARRANTY IS PROVIDED FOR WORK DONE ON A BEST-EFFORT BASIS.
2. **No Other Liability.** METAL TECH SHALL NOT BE HELD LIABLE FOR ANY LOSS RESULTING FROM ANY NEGLIGENCE OR STRICT LIABILITY, OR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. IN ADDITION, METAL TECH SHALL NOT BE HELD LIABLE FOR ANY HARM RESULTING FROM APPLICATION OF THE WASHINGTON STATE PRODUCT LIABILITY ACT.
3. **Metal Tech Finishing Responsibility.** Whenever Metal Tech is given material with instructions as to treatment, our responsibility shall end with the carrying out of those instructions. In addition, type of material, tolerances, part count, and specifications for processing shall be declared in writing prior to our processing.
 - a. *Customer responsibility for identification of part conditions.* Customer must identify any and all processes applied to part after the part was machined and before presentation to Metal Tech. Sandblasting, tumbling, and profile put on a part or material before finishing may adversely affect finish quality and appearance. Any procedure or process completed on the Customer part or material prior to finishing must be disclosed on Customer's purchase order prior to submitting to Metal Tech. We are not responsible for any unsatisfactory finish due to undisclosed prior processes.
 - b. *Close Tolerances.* Customer must identify close tolerances and strict specifications, such as Military Spec, that may be affected by the finish process on their purchase order. Metal Tech is not responsible for non-conformity of a close tolerance part after finishing such part if the tolerance requirement is not disclosed by the Customer in advance of finishing.
 - c. *Part and Material Count.* Customer is responsible for providing an accurate count of parts supplied, whether delivered by Customer, sub-contractor of Customer, or by independent freight forwarder. Metal Tech is not responsible for inaccurate counts or short deliveries.
 - d. *Hardware Disclosure.* Customer is responsible for notifying Metal Tech of mixed materials: Includes, but is not limited to, Steel or Stainless Steel hardware previously installed in an Aluminum part or Stainless Steel hardware already Zinc plated. The customer shall have no remedy against Metal Tech if it is not disclosed on the Purchase Order. All damaging results are liable to the customer and will be billable.
4. **Other Events Outside Our Control.** In the event that results of metal finishing operations are unsatisfactory due to metal imperfections changes in grade of composition of materials, manufacturing and/or fabrications imperfections, failure of the Customer to maintain specifications of part prior to delivery to Metal Tech, usages for which the plating or other finishing operation was not reasonably designed, an similar variables over which we have no control the Customer shall be required to pay the contracted amount for the finishing operation performed.
5. **Acceptance.** Parts, materials, and pieces, as processed by us shall be presumed to be accepted as supplied and rendered unless Metal Tech is notified of non-conformity within five (5) business days after delivery of the order to the Customer. If we are not notified of damages, shortages or other discrepancies within 5 working days of your receipt of the same, the Customer shall be deemed to have accepted the parts as delivered. Rejected parts must be returned to us for inspection to determine whether Metal Tech will rework. Further processing or assembly of rejected parts or materials by the Customer or any other party shall constitute a waiver of any liability on our part.
6. **Limitation on Remedies.**
 - a. *Rework.* In the event a part has been authorized by Metal Tech as suitable for rework, then Metal Tech will rework it at its own expense provided the part is returned to Metal Tech within five (5) business days of such authorization.
 - b. *Replacement.* In the event that Metal Tech determines that a part is not suitable for rework, the remedies available to our customer shall be limited to the Purchaser's cost.
 - i. "Purchaser's Cost" shall mean, with respect to a part manufactured by our customer, Direct Labor Expenses incurred in manufacturing the part, plus Direct Material Expenses incurred in manufacturing the part. "Direct Labor Expenses" shall include reasonable wages, payroll taxes and benefits actually paid by the customer, but shall not include indirect costs such as inspection, supervision, consumable supplies or depreciation, and in no event shall Direct Labor Expenses be deemed to include labor expenses to the extent such expenses, in the aggregate, exceed a rate greater than \$25.00 per hour. "Direct Material Expense" shall mean reasonable expenses actually paid by the customer for materials but shall not include such indirect expenses such as purchasing or freight.
 - ii. "Purchaser's Cost" shall mean, with respect to a part purchased by our customer, the purchase price, including taxes, of such part.
 - c. *Best Efforts Processes.* Metal Tech offers Sulfuric Anodizing on a best-effort basis only, and because no warranty is provided with respect to this process, the customer shall have no remedy against Metal Tech if the results are not acceptable.
 - d. *Salvaging Parts.* Plating, surface treatment and inspection services provided by Metal Tech for the purpose of salvaging parts for use are provided on a best-effort basis, and because no warranty is provided with respect to such services, the customer shall have no remedy against Metal Tech if the results are not acceptable.
7. **Storage of Customer Furnished Parts.** Metal Tech shall not provide storage for Customer furnished parts either before a purchase order is received and the finishing is scheduled, or after Customer is notified that parts are finished. Customer is required to timely pick up or arrange for delivery of its completed parts or materials unless otherwise approved in advance by management. In no event shall Metal Tech be responsible for loss of, or damage to, parts left at Metal Tech after Customer is notified that the finishing is completed.
8. **Third Parties.** This warranty is provided for the benefit of our customer only, and no third parties are beneficiaries to the rights and/or obligations included in this warranty.
9. **Other Limitations.** This writing is the final, complete, and exclusive expression of Metal Tech's warranty and remedies available to our customer.
10. **Waiver.** No waiver by Metal Tech of any of its rights set forth in this warranty shall be construed as waiving any subsequent assertion of such rights.