



## **STANDARD TERMS AND CONDITIONS OF SALE**

It is generally recognized that even after employing all of the science known to us, and capable personnel with years of training, variables still remain in the metal finishing industry. Therefore, to avoid misunderstandings, Professional Plating, Inc. is restating the following Terms and Conditions as the custom and usage of the trade. These Terms and Conditions apply to all sales.

1. We 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, we will assume no responsibility for the correctness of such methods and procedures or the result when they are followed. Professional Plating, Inc. is not liable for incidental or consequential damages 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.

2. Our liability is limited to defects in material or workmanship and is further limited to not more than the actual cost billed by our company for materials we have sold and services we have rendered. Our charges are based upon this policy limiting liability. By placing your order you expressly agree to these limitations.

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. We 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 us, the customer must return any material or merchandise processed by us for our inspection. No claim shall be allowed until such an inspection is performed by us, or the opportunity for inspection has been declined in writing by us. 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, we 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 rejects 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. We 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. Also, abnormal preplating processes such as descaling, derusting, sandblasting, etc. will necessitate additional charges unless otherwise noted in the quotation. Again, you will be informed of the situation and your written approval sent to us prior to the extra processes being performed and billed.

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

10. Quotations are open for acceptance for thirty (30) days from issuance. After thirty (30) days, prices and terms are subject to change without notice unless otherwise specified. All price quotations are valid on work performed within ninety (90) days from the date of the quotation unless extended in writing.

11. 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 factory, your plant or factory, the plant 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 we shall not be liable for failure to perform any agreement for such causes.

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

13. Deliveries made by us within two (2) days of the time specified shall be deemed in full compliance with our agreement. 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 severable 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's cancellation of order, the customer shall reimburse us for the work completed and work in process and for tooling and engineering expenses incurred in connection with such order and any lost profit.

16. All customers' materials and merchandise in our control shall be subject to a general lien for all monies owing by the customer to us, whether or not due or payable.

17. During storage and transportation of customer's material or merchandise, 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 customer's risk. Should the customer desire other packaging or containers, we 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.

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.

19. 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 Wisconsin.

20. 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.

21. 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.

22. We 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 us. Seller makes no warranties concerning the manufacturer's warranties. **THE WARRANTY EXPRESSED IN THIS PARAGRAPH 22 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED,**

**INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

23. Professional Plating Inc., 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 \$10 per month per pallet location. Storage terms other than these stated in item 23 must be prearranged and signed by agents of all parties involved. Professional Plating Inc. 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, Professional Plating Inc. will not be held responsible for atmospheric related damage to any materials stored at Professional Plating Inc. for a period longer than twenty (20) days from the date of receipt to its facilities.

24. Customer Purchase Orders will be retained for a period of five years, unless otherwise requested in writing.

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 Professional Plating, Inc., 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. Professional Plating Inc. terms and conditions supersede and replace any buyer's terms and conditions in conflict with Professional Plating Inc. terms.

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