

# HOHMAN PLATING & MFG., LLC TERMS AND CONDITIONS

\* 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. 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. 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.

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

\* No claim for shortage in weight or count will be allowed unless made in writing and presented or mailed within three (3) working days after receipt of material or merchandise by the customer or the customer's consignee to whom it was delivered provided, however, a shrinkage of quantity in processing of two percent (2%) and in case of reel to reel plating, five percent (5%) shall be allowed without charge or liability.

\* Any material or merchandise found upon our inspection, to be improperly processed by us will be refinished without charge provided : a) that notice of defect is given in writing within ten (10) working days from the date of delivery, b) that we are given the opportunity to inspect the material or merchandise prior to return, c) that 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 any liability on our part.

\* We assume no liability for any loss of or damage to merchandise or material while in transit to or from our factory, whether in truck or vehicles owned by us, the customer, or any third person acting in our or the customer's behalf.

\* In the event that results of metal finishing operation 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.

\* 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. The provision 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.

\* Quotations are open for acceptance ninety (90) days from issuance. After ninety (90) days, prices and terms are subject to change without notice, unless otherwise specified.

\* 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.

\* 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.

\* Deliveries made by us within ten (10) 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 nondelivery with respect to any installment or partial delivery under this contract shall be a severable breach and shall not give the customer the right to treat the entire contract as breached.

\* 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.

\* 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.

\* 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.

\* 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 customer desire other packaging or containers, we shall charge for material and handling and will provide such service upon receipt of a written order.

\* Invoices unpaid on due date shall be considered delinquent and thereafter subject to a finance charge computed by a single monthly periodic rate of 1% being an annual percentage rate of 12%.

\* The provisions of the Uniform Commercial Code shall govern unless these Terms and Conditions provide to the contrary and all interpretation of the terms of the transaction between the parties shall be governed by the laws of our state of domicile.

\* The provisions hereof constitute the entire agreement between the 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 our company. These terms and conditions shall apply to this and any future order of agreement for the processing of any materials or merchandise.

FILE FORMS/LIAB.PM4 2/12/93