



TERMS AND CONDITIONS

Electrolurgy has adopted the established practices of the Metal Finishing Industry as set by the members of the Metal Finishing Association of Southern California and the National Association for Surface Finishing. We wish to remind our clients that despite employing the latest technology and science in the field of plating, maintaining a workforce of trained and experienced professionals, electro-plating and metal finishing are inherently hazardous to the materials we process. For this reason, we have set forth the terms and conditions that apply to every order we process. Terms and conditions which accompany any customer purchase order shall not supersede Electrolurgy's terms and conditions. To avoid any misinterpretations, Electrolurgy sets forth the following conditions for acceptance of material for processing:

1. *Quotations*

- a. All quotes are subject to minimum lot pricing.
- b. Quotes remain valid for 90 days unless accepted by customer sooner, reconfirmed, or withdrawn by Electrolurgy.
- c. Electrolurgy is not obligated to perform work not outlined in the original scope of the quotation unless additional compensation is approved.
- d. Lead times outlined in quotations are "best estimates" based on current work load which may differ at the time the order is placed.

2. *Liability*

- a. Our liability for any cause is limited to the lesser of the cost of the direct labor and material for the product damaged by our processes or one times the processing cost of the pieces incurring damage. If damage occurs to only a partial amount of the order, the liability will be limited to the piece price established not to the entire order. All Electrolurgy pricing is based upon this limit of liability.
- b. Orders received with visible damage, nicks, and/or dings will not be processed without customer's consent. Parts received with damage and authorized for processing will be done on a "best effort" basis.
- c. Liability in excess of paragraph (2a) will be assumed by Electrolurgy when agreed upon in writing in advance of receipt of purchase order and will be limited to said order. Any job which carries a greater amount of liability shall be priced accordingly for our services rendered, which may include an increase equal to the excess liability.

3. *Returns*

- a. All parts and materials processed by Electrolurgy shall be deemed "accepted as satisfactory" by our customers unless notification is received within (10) business days for any shortage, damage, or other discrepancy. Shortages, damage, or other discrepancies not reported within (10) business days will not be accepted by Electrolurgy except with Electrolurgy Management approval.
- b. Rejected parts must be returned to Electrolurgy for rework or evaluation for any damage claims. Further processing or assembly of unsatisfactory parts, materials, etc., by you or any other party shall constitute a waiver of any liability on our part. Credit will not be given for parts not returned to Electrolurgy for further evaluation and determination.

4. *Terms and Credits*

- a. Electrolurgy's terms of payment are Net 30 days, unless other arrangements have been made in writing and authorized by Electrolurgy Management. Any customer who files for any type of debt relief while indebted to Electrolurgy and while under contract with Electrolurgy shall be deemed in default. Electrolurgy reserves the right to terminate any open contract with an account deemed to be in default.
- b. Credit for damages shall be given in the form of a credit memo applied to unpaid invoices first, followed by future work in the event unpaid invoices do not exist. Electrolurgy shall

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- not give compensation for any claim unless agreed upon in writing in advance and by Electrolurgy Management.
- c. Unpaid invoices shall be subjected to an (8%) per annum interest rate. Should Electrolurgy be required to obtain the services of an attorney or outside collection agency, customer agrees to these additional charges being added to the sum and interest due.
5. *Freight, special alloys, and miscellaneous*
- a. Electrolurgy is not responsible for damage and/or loss occurring in transit to or from our facility, regardless of the mode of transportation (i.e. Electrolurgy vehicles, customer vehicles, UPS, etc.).
 - b. In the event that the results of our processing is deemed dissatisfactory due to metal imperfections, changes in grade or composition of materials, manufacturing or fabrication imperfections, usages for which the plating or other finishing operation was not reasonably designed, and similar variables over which Electrolurgy has no control, the customer is still obligated to pay for the processing charges per the contract.
 - c. Due to the high risk of damage, all 2000 series aluminum alloys will only be hard anodized (Type III) on a "best effort" basis and Electrolurgy shall have no liability for parts damaged during the process. Additionally, all 400 series stainless steel to be processed for passivation will be accepted on a "best effort" basis, accompanied by a release of liability waiver.

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