

TERMS AND CONDITIONS

AERO METAL LLC. wishes to remind you of the following established practices of the metal finishing industry in processing your materials.

It is generally recognized that even after employing all the science known to us and capable men with years of training there still remains hazards in the electroplating and metal finishing fields. As a consequence in order to avoid misunderstanding, we have set forth the following terms and conditions under which your material will be accepted by us for processing.

1. Whenever we are given material with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions. Type of material, tolerances and specifications for processing shall be declared in writing by customer prior to our processing.
2. Our liability for any cause is limited to the cost of the direct labor and material of the product directly damaged by our processing or three times our processing charges on such material, whichever is the lesser. Charges for our services are based on this policy limiting our liability.
3. Liability greater than that outlined in paragraph (2) above will be assumed by us only when so agreed in writing by us. In such event a higher charge may be made for our services.
4. Parts. Material. Etc. as processed by us shall be presumed to be accepted as satisfactory by you if we are not notified of damages, shortages, or other discrepancies within ten (10) working days of your receipt of the same.

Rejected parts must be returned to us for rework. Further processing or assembly of rejected parts material, etc. by you or any other party shall constitute a waiver of any liability on our part.

5. Where operations or processes performed by us are in the nature of salvaging parts or material. The work is accepted on a "best effort" basis and no liability shall attach to us unless previously agreed upon in writing prior to processing the job.
6. In the event that results of metal finishing operations are unsatisfactory due to metal imperfections. Changes in grade or composition of material. Manufacturing and/or fabrication 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. Payment. If purchaser does not pay all amounts when due within (30) days of the date sold, seller may, at its option, declare any remaining amount of the purchase price together with accrued finance charges immediately due and payable. Purchaser agrees to pay all costs of collection, including reasonable attorney's fees and legal expenses, incurred by seller in collecting or attempting to collect the unpaid purchase price and all other charges.

We are sure you will agree with us that the above terms and conditions are realistic and reasonable and that acceptance of the material for processing subject to such terms and conditions will permit us to continue to provide quality metal finishing at an economical price.