

Aerospace Metal Finishing Inc. Sales Terms and Conditions

ALL WORK IS ACCEPTED TO THE FOLLOWING TERMS:

I. WARRANTY

- a) Aerospace Metal Finishing Inc. (AMF) warrants that all service performed by AMF will be conducted in a good workmanlike manner in accordance with specifications supplied by the customer.

II. LIMITATIONS ON THE COMPANY'S LIABILITY

- a) AMF's liability, whether arising from breach of the warranty as herein provided, contract or tort. Shall not exceed two times the amount of AMF's charges for the work done on any material.
- b) In no event will AMF be liable for any personal injury, property damage or any special, indirect or consequential damages or economic loss, including but not limited to loss of profits, loss of production, re-call or any other losses, expenses or liabilities or resulting from any act or omission of AMF. Its servants or agents.

Without limiting the generality of this paragraph:

- i) AMF shall in no event be liable for shrinkage, expansion, deformity or rupture of material in treatment:
- ii) AMF shall in no event be liable if the Customer provides detailed instructions as to the treatment of material and those instructions are followed by AMF

and

- iii) AMF shall in no event be liable for loss, damage or delay caused by an Act of God, the Queen's or public enemies, riots, strikes, the authority of law or by quarantine or from causes beyond the reasonable control of AMF.

III. CUSTOMER'S OBLIGATIONS

- a) The Customer, by contracting for metal finishing and/or other work to be performed by AMF agrees to accept the limitation on the AMF's liability as expressed in this statement to the exclusion of any and all provisions as to liability on the Customers own invoice, purchase orders or other documents or any oral or written representations or agreements which have not been duly signed by an officer of AMF. If the customer desires his own provisions as to the AMF's liability to prevail such must be agreed to in writing signed by an officer of AMF. In such an event, a higher charge will be made for AMF's service.
- b) Failure by the customer to indicate plainly and correctly the kind of material (i.e. the proper alloy designation and or condition), and/or include any drawings, and/or specifications and/or instruction required to successfully perform the work requested, shall cause an extra charge to be made to compensate for any additional expenses incurred by AMF as a result thereof.
- c) The Customer agrees to inspect the treated material immediately upon receipt. All claims against AMF for a breach of the limited warranty as herein provided must be submitted to AMF prior to any further processing, assembling or any other work that is undertaken with the treated material. No claims for shortage in weight, or count shall be made by the Customer unless presented to AMF within FIVE (5) working days after receipt of materials by the Customer.
- d) The Customer covenant and agrees to indemnify and save AMF, its servants and agents harmless from any liability in connection with the services provided by AMF, in excess of that which AMF has agreed to assume herein. The Customer further agrees to indemnify and save harmless AMF, its servants and agents from any further damages, indemnity or contribution.

- e) THE CUSTOMER UNDERSTANDS AND AGREES:

- i) THAT THE STATEMENT OF LIMITED LIABILITY AS HEREIN PROVIDED IS SPECIFICALLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY OR CONDITION WHETHER ARISING OPERATION OF STATUTE, COMMON LAW OR IN EQUITY.
- ii) NO ALTERATION OR AMENDMENT OF THE ABOVE CONDITIONS SHALL BE BINDING ON AMF EXCEPT IF MADE IN WRITING DULY EXECUTED BY AN OFFICER OF AMF

and

- iii) AMF'S LIABILITY HEREUNDER SHALL CEASE AND BE AT AN END AT SUCH TIME AS ANY OTHER PERSON UNDERTAKES FURTHER PROCESSING, ASSEMBLY, OR ANY OTHER WORK ON THE MATERIAL

IV. OTHER TERMS

- a) All prices quoted or otherwise are F.O.B. our plant and are exclusive on any transportation costs.
- b) Quotations are firm for 90 days from the date of the quotation and unless otherwise stated are subject to change without notice.
- c) Pieces quoted are based on information provided to us at the time of quotation. We reserve the right to change pricing without notice if the process requirements, and/or quantities are substantially different from those quoted.
- d) Terms on established credit accounts are net 30 days. We reserve the right to demand COD payment on delinquent accounts and all Customers without established credit.
- e) All merchandise shall remain the property of the Customer at all times and the Customer assumes all risks of loss, destruction or spoilage, except as covered by insurance.