



Finishing Lab, LLC Standard Terms and Conditions of Sale

1. We (Finishing Lab, LLC or "Finishing Lab") warrant that processing and finishing shall meet customer's specifications supplied in writing with the order and that such processing and finishing shall be free from defect in material and workmanship. If the customer specifies methods, procedures, or standards to be followed, we will use these specifications as guidelines. We will assume no responsibility for the correctness of such methods, procedures, or standards, or the result when they are followed. The warranties of merchantability and fitness for a particular purpose are hereby expressly made non applicable. Compensation will only be given in the form of credit towards future processing unless agreed otherwise, in writing, prior to processing the job.
2. Our liability for any cause is limited to the cost of material only, of the product lost or directly damaged by our processing or by two times our processing charges on such material, whichever is less. Our charges are based on this limited liability policy.
3. No claim for shortage will be allowed unless made in writing and presented within five (5) working days after receipt of materials by the customer or the customer's consignee. Shrinkage of quantity in processing of up to five percent (5%) shall be allowed without charge or liability.
4. In order to assert a claim, any material found to be improperly processed by us will be furnished without charge provided:
 - Notice of defect is given, in writing, within ten (10) days from the date of delivery,
 - We are given the opportunity to inspect the material prior to return,
 - Materials returned are in the same condition as when originally delivered by us,
 - The base material (alloy and temper) furnished for processing is designated on the customer's purchase order,
 - Processing or assembly of any such rejects by you or any other party shall constitute a waiver of any liability on our part.
5. We assume no liability for any loss or damage to material while in transit to or from our facility, whether in vehicle owned by the customer, Finishing Lab, LLC or any third party acting in our or the customer's behalf. Any claims for damage will need to be made directly with freight forwarder.
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, usage 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 of the finishing operation performed.
7. We reserve the right, at our opinion, to reject work or to make an extra charge for finishing any parts below standard cleanliness and surface finish conditions.
8. We assume no responsibility for defective plating, anodizing, or other finishes on materials previously plated or finished by others.



9. We shall not, under any circumstances, be considered as an insurer of customer's material and shall not be liable, regardless of cause, for loss by fire, explosion, theft, pilferage, vandalism, casualty or acts of God while such material is in our possession. The provisions 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.

10. Quotations are open for acceptance fifteen (15) days from issuance. After fifteen (15) days, prices and terms are subject to change without notice. All quotations must be in writing. Verbal quotes are not acceptable and will not be honored.

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 facility, your facility, the facility of any supplier, either of the customer or ourselves, or elsewhere), accident, theft, fire, 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. All quotations, orders, agreements and modifications must be made in writing. Verbal quotations, orders, agreements and modifications are not acceptable and will not be honored.

12. A quotation is limited to the specific processes and treatments quoted herein. Processes and treatments not specifically quoted herein will not be provided even if such processes and treatments are referenced in general specifications set forth herein unless this quotation is modified in writing to specifically quote such additional processes and treatments and the changes therefore.

13. If Finishing Lab, LLC is given detailed instructions as to the processes and/or treatments to be performed, Finishing Lab, LLC's responsibility shall be limited to carrying out those instructions. Type of material, tolerances and specifications for processing and/or treatments shall be declared in writing prior to Finishing Lab, LLC processing and shall specify all processes (including required preparation) which you require Finishing Lab, LLC to perform.

14. For special or experimental processing and finishing, our charges are not contingent upon the success of that work or the benefit derived by the customer.

15. Color variations may be present from order to order. Finishing Lab, LLC will not be held responsible for color variations. If a color match is required, the customer must supply a useable color match with each order (or lot). Color matches will not be kept on file. The color match sample must be made from the same alloy and temper of material and must have the same mechanical finish as the parts requiring the color. All costs incurred with the setup of a custom color (any color other than standard colors) will be paid by customer, including but not limited to colored dye, tank setup and DI water use.

16. Ship dates are approximate and Finishing Lab, LLC will not be liable for any delay in shipment for any reason.

17. We reserve the right to make partial or installment deliveries, for which the customer shall pay at the contract price.

18. Special tools, racks and fixtures required for the performance of the work herein described which have been designed and/or built by Finishing Lab, LLC shall remain our property whether or not the customer is charged with time and/or material in connection therewith.



19. The customer agrees not to use or disclose any information to a third party that it now has or may acquire concerning racking, fixturing, chemical processes or procedures we use in our metal finishing process. If the customer violates any of the terms herein provided, the customer shall be liable for damages incurred.
20. Rack or fixture marks will be permissible and unless specifically directed otherwise are left up to Finishing Lab, LLC's discretion as to the number, size and location. Customers will be notified regarding specific processing issues, such as bleed-out from threaded blind holes. Finishing Lab, LLC will make recommendations regarding masking but will not be held liable for a non-conforming product.
21. In the event of customer's cancellation of order, the customer shall reimburse us for the work completed, work in process and any other expenses incurred in connection with such order.
22. All customers' materials in our possession shall be subject to a general lien for all monies owed to us by the customer, whether or not due or payable, or whether or not such monies are owed to us for work, labor, services rendered, or materials used in connection with such material.
23. During storage and transportation of customer's material, customer's containers used for delivery to Finishing Lab, LLC 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, we will charge for the material and handling and we will provide such service upon receipt of a written order.
24. Payment terms are NET30 unless otherwise stated. Invoices unpaid on due date shall be considered delinquent and thereafter subject to a FINANCE CHARGE computed by a single monthly rate of one and one-half percent (1.5%) computed on the delinquent balance until the account is paid in full.
25. All applicable taxes and/or government charges regarding any order are the responsibility of the buyer.
26. The provisions of the Uniform Commercial Code shall govern these Terms and Conditions unless provided to the contrary. All interpretation of the terms of the transaction shall be governed in accordance with the laws of the State of Montana.
27. The provisions hereof constitute the entire agreement between the parties. Any changes, alterations, waivers or modifications with respect to the job performed or the terms of the 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 any order or agreement for the processing of any material.
28. The Terms and Conditions listed in this document are subject to change without notice.