

## Terms and Conditions

1. These Standard Terms and Conditions (this "Agreement"), together with any revisions and additional terms and conditions which may be agreed to in writing by Seller, constitute the entire agreement between Customer (Customer) and Seller (Cascade Plating). All orders are subject to the approval by Seller at its offices in Elyria, Ohio. No course of prior dealings between the parties or usage in the trade shall be relevant to supplement or explain any term used in this Agreement. No waiver or alteration of the terms herein or additional terms and conditions shall be binding upon Seller unless agreed to in writing and signed by Seller.
2. Quotations are valid for sixty (60) days from issuance. All Quotes are subject to minimum lots charges.
3. We assume no responsibility for defective plating or other finish on materials or merchandise previously plated or finished by others.
4. We assume no liability for any loss or damage to merchandise or material while in transit to or from our facility, whether in trucks or vehicles owned by us, the customer, or any third person acting in our or the customer's behalf, or for any loss of or damage to said merchandise or materials while the same are in our possession for any cause whatsoever, including, but not limited to theft, fire, casualty or "Acts of Nature."
5. We 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 or workmanship. We do not warrant that the material finished by customer is suitable or fit for processing and finishing.
6. No claim for shortage in weight or count, or defect in quality, whether latent or patent, will be allowed unless presented in writing within three (3) working days after receipt of material by the customer or the customer's consignee to whom it is delivered, the customer hereby expressly assuming the risk of discovering such shortage or defect within such time.
7. Our liability for any loss or damage of any nature including, without limit, direct, indirect and consequential damage, is limited to the customer's cost of the material or merchandise or our processing and finishing price for such material, whichever amount is the lesser.
8. In no event shall Seller be liable for incidental or consequential damages arising out of or in connection with this agreement, including, without limitations, breach of any obligation or warranty imposed on Seller hereunder or in connection herewith. Incidental or consequential damages for purpose hereof shall include without limitations, loss of use, income or profit, or losses sustained as the result of injury to any person, or loss sustained as the result of work stoppage. Customer shall indemnify Seller against all liability, cost or expense which may be sustained by Seller on account of any such loss, damage or injury.
9. No claim will be allowed for shrinkage, expansion, deformity, rupture or other alteration of material in finishing, nor for breakage in straightening, except by special separate written agreement.
10. All shipping dates are based upon present production schedules, and prompt receipt of all necessary information. Seller will not be liable for any damage, loss, fault, expense or freight charges arising out of delays in shipment, regardless of the causes for the delays.
11. All quotations, orders or agreements, or any 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 plant or factory, the plant or factory of any supplier, either of the customer or ourselves, or elsewhere ) accidents, theft, 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 you are required at your own risk and responsibility, and at your own cost and expense, to pick up at our factory the raw, finished or unfinished materials which we have, belonging to you.
12. Special tools, racks and fixtures for the performance of the work described herein designated and built by us shall remain our property whether or not customer is charged for time and/or material in connection herewith.
13. During storage and transportation of customer's material, customer's containers used for delivery to us shall be used and any damage resulting from such containers shall be at the customer's risk.
14. After Seller's acceptance of Customer's orders, such accepted orders cannot be terminated, cancelled or modified, and shipment cannot be deferred, except with Seller written consent and subject to conditions then agreed upon. In the event Seller consents to any such termination, cancellation, modification, or deferred shipment, Customer shall indemnify Seller against liability and expense incurred and commitments made by Seller, and shall compensate Seller for profit on work in process and for the contract value of products or parts that have been completed and are ready for shipment.
15. In no event shall Seller be liable for damages arising from infringement or alleged infringement of patents or copyrights.
16. In the event Customer becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy or for reorganization, or pursues any other remedy under law relating to the relief of debtors, or in the event a receiver be appointed of Customer's property or business, Seller may, at its option, terminate its performance under the contract and treat the Customer's as in default.