

**GENERAL TERMS AND CONDITIONS OF MODERN PLATING CORPORATION and
MODERN PLATING COATINGS & FINISHES
(MPC)**

**ALL ORDERS ARE EXPRESSLY MADE CONDITIONAL ON ASSENT TO THE FOLLOWING
TERMS AND CONDITIONS. ASSENT TO THESE TERMS AND CONDITIONS SHALL
BE CONCLUSIVELY PRESUMED ABSENT TIMELY OBJECTION MADE IN WRITING.**

MPC warrants that the metal finishing will be conducted in a good and workmanlike manner subject to the Statement of Limited Liability contained below.

Upon receipt of work we assume that its existing condition as supplied by customer, has been engineered and designed to withstand the metal finishing treatment necessary to obtain the specified end requirement.

All salvage work performed on material previously processed by other metal finisher(s) will be processed on a "best efforts" basis and our charges for processing such work shall apply regardless of the outcome.

Minimum Charge Policy: Any part, regardless of amount, which is processed by Modern Plating Corporation is subject to a minimum lot charge. The price for finishing carries a per pound or piece value, and when the calculated cost is less than the minimum charge, the minimum charge will apply.

Sample Charge Policy: A less than minimum charge quantity of any part, when submitted as initial samples, will be treated as a minimum charge. When, and if, that same part is sent to MPC for production processing and the calculated cost is at least twice the minimum charge, we will gladly credit your account for the cost of the initial samples upon your written request. You must identify the sample part and the production quantity by referring to the MPC shop order numbers and do so within 20 days of the production processing.

Any dispute, controversy or claim arising out of or relating to any order processed by MPC which cannot be settled by the parties involved, shall be settled by arbitration to be held in Rockford, Illinois in accordance with the Rules, then applicable, of the American Arbitration Association; and judgement upon the award rendered by the Arbitrator(s) shall be final and binding upon the parties and may be entered in any court, State or Federal, having jurisdiction.

STATEMENT OF LIMITED LIABILITY

It is recognized that even after employing all the technical and scientific methods known to us, certain perils still remain in metal finishing. **THEREFORE, EXCEPT BY SPECIFIC WRITTEN AGREEMENT SIGNED BY AN OFFICER OF MPC, OUR LIABILITY SHALL NOT EXCEED TWICE THE AMOUNT OF OUR CHARGES (OR THE EQUIVALENT IN A CREDIT FOR FUTURE SERVICES) FOR THE WORK PERFORMED ON ANY CUSTOMER'S MATERIAL (FIRST TO REIMBURSE FOR THE CHARGES AND SECOND, TO COMPENSATE IN THE AMOUNT OF THE CHARGES).**

The customer, by contracting for our metal finishing services, agrees to accept the limits of liability as expressed in the Statement to the exclusion of any and all provisions as to liability on the customer's purchase order or other documents. If the customer desires his own provisions as to liability to remain in force and effect, this must be agreed to in writing prior to processing and then signed by an officer of MPC. In such event, a higher charge will be made for our services.

THE AFOREMENTIONED STATEMENT OF LIABILITY IS SPECIFICALLY IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER SUCH OBLIGATION ON THE PART OF MPC.

Should the customer desire our recommendations on any phase of their manufacturing process as it relates to metal finishing, they should contact our Customer Service Department.

A Return Authorization Number must be obtained before returning merchandise "Freight Collect", whereupon we will furnish shipping instructions when applicable. Merchandise returned without a specific Return Authorization Number clearly indicated is liable to non-acceptance.

No claims for shortage in weight or count will be entertained unless presented within five (5) working days after receipt of materials by customer. Claims for loss or damage in transit must be filed by the customer with the carrier involved. No claim will be allowed for deformity, embrittlement, sticking, filling of recesses, tangling, nicking, introduction of foreign material or alteration of material in the finishing process, except by prior written agreement as noted above. Whenever we are given material with detailed instructions as to the processing treatment, our responsibility shall end with the carrying out of those instructions.

There will be no liability on the part of MPC for any special, indirect or consequential damages arising from any reason whatsoever, including but not limited to loss of profits, loss of production, recall or any other losses, expenses or liabilities allegedly occasioned by the work performed on the part of MPC.

It shall be the customer's responsibility to inspect the finished material upon its return to insure that our metal finishing has met their requirements and any claimed deficiency must be presented to us prior to the time that any further processing, assembly or other work is undertaken.

DIP-SPIN PROCESSING NOTICE: Due to bulk processing using dip-spin application techniques, some parts may exhibit material build-up, sticking or non-conformity of coverage of the topcoat. Modern Plating makes every attempt to minimize these occurrences, but the company cannot accept responsibility for reprocessing or sorting costs associated with the problems.

OUR LIABILITY TO CUSTOMERS SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLY OR ANY OTHER WORK HAS BEEN UNDERTAKEN ON SAID MATERIAL. No agent or representative is authorized to alter the above conditions, except in writing duly signed by an officer of MPC.

PAYMENT TERMS

Invoices are payable in U.S. Funds in a "Net 30 Day" basis unless otherwise indicated.