

# OMNI METAL FINISHING, INC.

## STANDARD TERMS AND CONDITIONS OF SALE

- 1 Quotations are open for acceptance sixty (60) days from issuance. After thirty days, prices and terms are subject to change without notice.
- 2 We reserve the right, at our option, either to reject work or to make an extra charge for finishing at base material below our required standard.
- 3 We assume no responsibility for defective plating or other finish on materials or merchandise previously plated or finished by others. Such defective merchandise will be returned to customer for refinishing or, at our option, stripped and refinished in our plant at customer's expense.
- 4 In special or experimental processing and finishing, our charges are not contingent upon the success of the work or the benefit derived therefrom by the customer.
- 5 We assume no liability for loss or damage to merchandise or material while in transit to or from our factory, 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 act of God.
- 6 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. When customer specifies methods and procedures to be followed, we shall comply whether or not the desired result is indicated. We assume no responsibility for the correctness of such methods and procedures or the result when they are followed. We do not warrant that material furnished by customer is suitable or fit for processing and finishing.
  - a. No claim for shortage in weight or count, or defect in quality, whether latent or patent, will be allowed unless presented in writing by certified mail within five (5) 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. Any material found upon inspection by us to be defective in workmanship or material will be refinished by us without charge upon delivery to us FOB our plant, provided that such materials are returned in the same condition as when originally shipped by us.
  - b. Our liability for any cause is limited to the cost of direct labor and material of the product directly damaged by our processing of three times our processing charges on such material, whichever is the lesser. Charges for our services are based on this Policy limiting our liability
- 7 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.
- 8 Parts, materials, etc. as processed by us shall be presumed to be accepted as satisfactory by Buyer if we are not notified of damages, shortages or other discrepancies within five working days of your receipt of the same. Rejected parts must be returned to us for rework. Further processing assembly of rejected parts, materials, etc. by buyer or any other party shall constitute a waiver of any liability on our part.
- 9 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.
- 10 There will be a 2% scrap allowance, based on piece count, for each order received, unless otherwise agreed upon in writing prior to receipt of material.
- 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 factory, your plant, the plant or factory of any supplier, either of the customer or of 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. Should we notify you of our inability 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 Deliveries made by us within ten (10) days of the time specified shall be deemed in full compliance with our agreement. It is agreed that we shall have the right to make partial or installment deliveries for which the customer shall pay at the contract price. Defective delivery or non-delivery with respect to any installment or partial delivery under this contract shall be a severable breach and shall not give the purchaser the right to treat the entire contract as breached.
- 13 Any cancellation of order by customer shall be valid and effective only if accompanied by payment of an amount equal to twice the cost of actual labor and materials we have devoted to performance of the order, if any, plus ten percent of the total contract price. Such amount shall be as and for liquidated damages and not as a penalty.
- 14 All customer's merchandise in our possession shall be subjected to a general lien for all monies owing by the customer to us, whether or not due or payable, and whether or not such monies are owing to us for work, labor or services rendered, or materials or equipment used in connection with such merchandise.
- 15 Special tools, racks and fixtures required for the performance of the work described herein designated and built by us shall be and remain our property whether or not customer is charged for time and/or material in connection herewith.
- 16 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. Should customer desire other packaging or containers, we will charge for material and handling and will provide such service upon receipt of written order.
- 17 Accounts will be due and payable within thirty (30) days of invoice. Accounts not paid according to due date, which run into the succeeding month(s) will be subject to a service charge of 1% per month until paid. The 1% service charge will be added on the last day of the month following the date of invoice and monthly thereafter until the account is paid.
- 18 If this account is given to a Collection Agency or an Attorney for collection, purchaser agrees to pay any and all collection costs, including reasonable attorney's fees and court costs.
- 19 The provisions hereof constitute the entire agreement between the parties. Any changes, alterations, waivers or modifications with respect either as to the job performed or the terms of sales, or any other matter set forth herein must be in writing, signed by a duly authorized representative of the company. These terms and conditions shall apply to any order or agreement for the processing of any material or merchandise.
- 20 This invoice or contract is being signed, and performance of this invoice or contract is to take place in Fountain Valley California.
- 21 These Standard Terms and Conditions of Sale have been accepted as standard practice of the industry by the National Association of Metal Finishers.