

1. Workmanship

Sheffield Platers, Inc. (henceforth to be referred to as SPI, we, or us) warrant that processing and finishing shall meet customer requirements and specifications supplied in writing with the order and that such processing and finishing shall be free from defect in material or workmanship.

If the customer specifies methods and procedures to be followed, SPI will assume no responsibility for the correctness of such methods and procedures or the result when they are allowed.

In the absence of full disclosure by the customer of the use of material, parts to be processed and finished, and other post plating operations and testing requirements, SPI assumes no liability for subsequent failures or defects.

2. Liability

SPI's liability for any cause is limited to: (a) the cost of direct labor and material of product lost or directly damaged by our processing, or (b) one and one half times (1.5x) our processing charges on such material, whichever is lesser.

SPI shall not be liable, whether as a result of breach of contract, warranty (merchantability, fitness, or other), alleged negligence or otherwise, for special, consequential or incidental damages including, but not limited to, loss of profit or revenue, loss of use of the delivered materials or claims made against the customer for damages or penalties. SPI's charges are based on this policy-limiting liability.

SPI assumes no liability for defective plating or other finish on materials or merchandise previously plated or finished by others.

No claim for shortage in weight or count will be allowed unless made in writing and presented or mailed within three (3) working days after receipt of material or merchandise by the customer or the customer's consignee to whom it was delivered. However, a reduction in quantity in processing of two percent (2%) or less shall be allowed without charge of liability.

Any material or merchandise found upon our inspection, to be improperly processed by us will be refinished without charge provided that:

- a) notice of defect is given in writing within ten (10) working days from the date of delivery,
- b) we are given the opportunity to inspect the alleged defect in the material or merchandise prior to and upon its return, and
- c) materials or merchandise have not undergone any post plating assembly or operations

Processing or assembly of any such rejects by you or any other party shall constitute a waiver of any liability on our part. Such post plating assembly or operation shall be deemed customer acceptance in whole of SPI's delivery against its contractual obligations.

3. Loss and/or Damage

SPI assumes no liability for any loss of 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 a third party common carrier acting in our or the customer's behalf. The provisions of this section may be altered or modified by written separate agreement, and any liability we assume will be covered by separate charge for such coverage.

In the event that result of metal finishing operations are unsatisfactory due to metal imperfections, changes in grade or composition of materials, manufacturing and/or fabricating imperfections, usages for which the plating or other finishing operation was not reasonably designed, and similar variables over which we have no control, the customer would be required to pay the contracted amount for the finishing operation performed.

We reserve the right, at our option, either to reject work or make an extra charge for finishing any base metal below our agreed upon standard and/or factory capability.

SPI shall not, under any circumstances, be considered an insurer of customer's material or merchandise and shall not be liable, regardless of cause, for loss by fire, explosion, theft, pilferage, vandalism, casualty or acts of God while such

material or merchandise is in our possession. The provisions of this section may be altered or modified by separate written agreement, and any liability SPI will assume will be covered by a separate charge for such coverage.

4. Effective Time

Quotations are open for acceptance thirty (30) days from issuance. After 30 days, prices and terms are subject to change without notice unless otherwise specified.

All quotations, orders, 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 factory, your plant or factory of any supplier to either the customer or ourselves, or elsewhere), accidents, thefts, fires, war, shortage of materials or equipment, major raw material price increases and casualties or Acts of God, and SPI shall not be liable for failure to perform any agreement as a result of any these occurrences.

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

Deliveries made by us within ten (10) days of the time specified shall be deemed in full compliance with our agreement. SPI reserves the right to make partial or installment deliveries, for which the customer shall pay the contract price. Defective delivery or non-delivery with respect to any installment or partial delivery under this contract shall not give the customer the right to treat the entire contract as breached.

5. Tooling

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

6. Cancellations

In the event of customer cancellation of an order, the customer shall reimburse us for the work completed or in process and for tooling and engineering expenses incurred in connection with said order.

All customer merchandise in our possession shall be subject 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.

7. Storage and Transportation

During storage and transportation of customer material or merchandise, the customer's containers used for delivery to us shall be used for reshipment, unless otherwise specified, and any damage resulting from the use of such containers shall be at the customer's risk. Should the customer desire other packaging or containers, we reserve the right to charge for material and handling and will provide such service upon receipt of written order.

SPI is not liable for any loss or damages to finished materials resulting from the use of a 3rd party and other commercial transportation carriers.

SPI reserves the right to use alternative packaging options to preserve the finish quality of said customer materials or merchandise.

The provisions of the Uniform Commercial Code shall govern unless these Terms and Conditions provide to the contrary. All interpretation of the terms of transaction between the parties shall be governed by the laws of our state of domicile.

8. Contract Review

Before acceptance of a contract, contract change notice or other required change, the customer(s) shall provide on their Purchase Order the following requirements.

- a. Specification number(s), applicable Type(s), Class(es), Grade(s), and items related to quality.

b. Determine that we have the customer approvals necessary to meet all contract requirements.

c. Notify SPI if the job is for a flight or Aerospace application.

Prior to accepting the contract, any difference between prior contracts, estimates, tenders or conflicting information from the customer will be resolved in writing.

Certain specifications may require destructive testing. Sheffield Platers uses coupons/panels for this purpose, in order to prevent damage to parts. In the event that coupons/samples are not provided by our customer for use in destructive testing, Sheffield Platers will use panels/coupons of the most similar type we have available, but which may not be of the same alloy type. Small parts which are barrel plated will be used for destructive testing as required by specification unless we other instructed otherwise by the customer.

9. International Traffic and Arms Regulations (ITAR) and Export Administration Regulation (EAR)

Certain materials or merchandise are subject to US export controls laws and regulations. Export controls may arise when (a) subject materials or merchandise have potential military applications or economic protection issues; (b) Government concerns exist about destination country, organization, or individual; and/or (c) government concerns about the declared or suspected end use or end user of the export.

SPI reserves the right to solicit from its customers the applicability of US export control laws and regulations, such as ITAR and EAR, to their materials. Upon customer confirmation of such applicability, SPI will clearly mark the job routers and any other work paper related to the subject merchandise with "ITAR/EAR Restricted" stamp.

SPI will restrict the distribution of information regarding these "ITAR/EAR Restricted" materials only to designated recipient(s) authorized in writing by the customer.

10. Order Acknowledgement

SPI will acknowledge customer orders via phone, fax, or e-mail communication within seventy two to ninety six (72-96) hours of receipt of such material or merchandise. Such acknowledgement will contain the terms of the plating agreement including but not limited to finishing specification(s), pricing, quantity accepted, payment terms, delivery method, and other contracted requirements. Acceptance of the order acknowledgement signifies agreement to these terms and conditions.

All materials received by us for finishing are subject to incoming count verification. Any significant overage or shortage in quantity will be communicated to the customer at the time of discovery or immediately thereafter.

In the event of customer failure to notify SPI in writing of any discrepancies between our order acknowledgement and their purchase order, the terms of our order acknowledgement will take precedence.

All finishing work performed by SPI is subject to recovery charges for hazardous waste disposal.

11. Payment Terms

SPI's payment terms include account, Cash on Delivery (COD), purchasing card, and other acceptable means of payment.

Our standard account term is Net 30, unless a written agreement to the contrary is established.

New customers will be initially set up as Cash on Delivery (COD) accounts. Customers may establish credit account with SPI by submitting credit/trade information and reference sheet, subject to accounting approval.

12. Payment

A service charge may be added to accounts not paid within thirty (30) days to cover additional processing and carrying costs. If any legal action is necessary

to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys fees in addition to any other relief to which it may be entitled.

The provisions hereof constitute the entire agreement between the parties. Any changes, alterations, waivers or modifications with respect to either job performed or the terms of sale, or to any other matter set forth herein, must be in writing and signed by a duly sworn or authorized representative of our company. These terms and conditions shall apply to this and any future order or agreement for processing of any materials or merchandise.

13. MRB Authority

Due to Nadcap specification, SPI may be required to notify you of any in-house rejection of your part(s) should rework be required. Check this box if you grant SPI MRB authority on your jobs, and do not require that we contact you prior to strip and replat.

Please sign and return your acknowledgement of SPI's Terms and Conditions via fax, mail or email.

Name of the Company: _____

Customer Signature & Title: _____

Print Name: _____ Date: _____