

SURTRONICS, INC.

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SURTRONICS INC., STATEMENTS OF LIMITED LIABILITY (Please read carefully) Standards Adopted by the American Electroplaters Society

ALL WORK IS ACCEPTED SUBJECT TO THE FOLLOWING CONDITIONS:

It is recognized that even after employing all the scientific methods known to us, hazards still remain in plating. THEREFORE, OUR LIABILITY SHALL NOT EXCEED THE AMOUNT OF OUR CHARGES FOR THE WORK DONE ON ANY MATERIAL except by written agreement.

The customer, by contracting for plating, agrees to accept the limits of liability as expressed in this Statement to the exclusion of any and all provisions as to liability on the customer's own invoices, purchase orders 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, signed by an officer of Surtronics, Inc. In such an event, a higher charge will be made for our services

THE STATEMENT OF LIABILITY MENTIONED ABOVE IS SPECIFICALLY IN LIEU OF ANY EXPRESS OF IMPLIED WARRANTY. INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS AND OF ANY OTHER SUCH OBLIGATION ON THE PART OF SURTRONICS, INC.

We accept and use customer counts and weights, therefore no claims for shortage in weight or count will be entertained unless by prior agreement. No claims will be allowed for shrinkage, expansion, deformity, or rupture of material in plating, except by prior written agreement. Whenever we are given material with detailed instructions as to plating, responsibility shall end with the carrying out of those instructions. Failure by a customer to indicate plainly and correctly the kind of material (i.e., proper alloy designation) to be plated shall cause an extra charge to be made to cover any additional expense incurred as a result thereof.

There will be no liability of Surtronics, Inc., 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 Surtronics, Inc.

It shall be the duty of the customer to inspect the merchandise immediately upon its return, and in any event claims must be reported prior to the time that any further processing, assembling or any other work is undertaken.

OUR LIABILITY OUR CUSTOMERS SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLING OF ANY OTHER WORK HAS BEEN UNDERTAKEN ON SAID MATERIAL.

No agent or representative is authorized to alter the above conditions, except by writing duly signed by Surtronics, Inc. No claims will be honored, under any circumstances, until parts are returned to Surtronics Inc.