

**SAPORITO FINISHING COMPANY
STANDARD TERMS AND CONDITIONS**

It is generally recognized that even after employing all the science known to us, and capable men with years of training, there still remains variables in the electroplating and metal finishing fields. Therefore, in order to avoid misunderstandings, Saporito Finishing Company has restated the following Terms and Conditions as the custom and usage of the trade.

1. We warrant that the 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. If the customer specifies methods and procedures to be followed, we will assume no responsibility for the correctness of such methods and procedures or the result when they are followed. In the absence of full disclosure by the customer of the use of material or parts to be processed and finished, we assume no liability for subsequent failures or defects.
2. Our liability for any cause is limited to the cost of direct labor and material of product loss or directly damaged by our processing or two times our processing charges on such material, whichever is the lesser. Our charges are based on this policy limiting liability. By placing your order, you expressly agree to this limitation.
3. No claim for shortage in weight, defect 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, provided however, a shrinkage, or defective quantity in bulk processing of two (2) percent shall be allowed without charge or liability. We will, in no event be responsible for weight counts or other inspection functions for material received from third parties on behalf of the customer. No claim shall be allowed unless merchandise or material is returned to us for our inspection.
4. Any material or merchandise found, upon our inspection, to be improperly processed by us will be refinished without charge provided:
 - a. That notice of defect is given in writing within three (3) working days from the date of delivery.
 - b. That we are given the opportunity to inspect the material or merchandise prior to return
 - c. That materials or merchandise returned are in the same condition as when originally delivered by us and they have not been physically or chemically altered.

Processing or assembly of any such rejects by you or any other party shall constitute a waiver of any liability on our part.

5. Our payment terms are net 30 days from invoice date.
6. In the event that results of metal finishing operations are unsatisfactory due to metal imperfections, changes in grade or composition of materials, manufacturing and/or fabrication imperfections, usage's 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 operations performed. Claims will not be allowed for defects associated with the nature of the material being processed including but not limited to powdered or sintered metal; castings; fabrications with tight folds, overlaps or inserts; assemblies; or laminations. A two (2) percent fallout can be expected and will be allowed as a minimum when the aforementioned materials are processed.
7. We assume no liability for any 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 party or person acting in our or the customer's behalf.
8. **We assume no responsibility for defective plating or other finish on materials or merchandise previously plated or finished by others.**
9. We 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, causality, or acts of God while such material or merchandise is in our possession.
10. **Quotations are open for acceptance ninety (90) days from issuance. After (90) days, prices and terms are subject to change without notice, unless otherwise specified.**
11. All quotations, orders, or 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, the plant or factory of any supplier, either of the customer or ourselves, or elsewhere), accidents, thefts, fires, war, shortage of materials, or equipment, causality, or acts of God, and we shall not be liable for failure to perform any agreement for such causes.
12. For special or experimental processing and finishing, our charges are not contingent upon the success of the work or the benefit thereof by the customer.
13. Deliveries made by us within ten (10) days of the time specified shall be deemed in full compliance with our agreement. We reserve 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 made under this contract shall be severable breach and shall not give the customer the right to treat the entire contract as breached.
14. 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 time and/or material in connection therewith.
15. In the event of a customer's cancellation of an order, the customer shall reimburse us for the work completed and work in process and for tooling and engineering expenses incurred in connection with such order and for any lost profit.
16. All customers merchandise in our possession shall be subject to a general lien for all moneys owing by the customer to us, whether or not due or payable, and whether or not such moneys are owing to us for work, labor, or services rendered, or material or equipment used in connection with such merchandise.
17. During storage and transportation of customer's material or merchandise, customer's containers used for delivery to us shall be used for reshipment 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 will charge for material and handling and will provide such service upon receipt of a written order.
18. Invoices unpaid on due date shall be considered delinquent and thereafter be subject to a **Finance Charge** computed by a single monthly periodic rate of 1% being an **Annual Percentage Rate of 12%**.
19. The provisions of the Uniform Commercial Code shall govern unless these Terms and Conditions provide to the contrary and all interpretation of the terms of the transaction between the parties shall be governed by the laws of the state of our domicile.

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20. The provisions hereof constitute the entire agreement between the parties. Any changes, alterations, waivers, or modifications with respect either as to the job performed must be in writing and signed by a duly authorized representative of our company. These Terms and Conditions shall apply to this and any future order or agreement for the processing of any materials or merchandise.

21. We will not be responsible for the calibration or recall of any customer supplied equipment used for product acceptance or for the accuracy of such equipment

22. Customer shall pay and discharge all costs, expenses, and attorney fees which shall be incurred and extended by us in enforcing the covenants and agreements of this contract, whether by the institution of litigation or in taking the advice of counsel, or otherwise.

23. We make no warranties or representations, express or implied, as to workmanship, performance, quality, durability, and/or fitness for purpose or merchantability for any of the articles we process. This disclaimer is for all liability including among others, liability for consequential, incidental and special damages. The only warranties applying to such articles are those which are written and are specifically provided by us. Seller makes no warranties concerning the manufacturer's warranties. THE WARRANTY EXPRESSED IN THIS PARAGRAPH 23 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24. ABNORMAL PREPLATING PROCESSES SUCH AS DESCALING, DERUSTING, SANDBLASTING, ETC WILL NECESSITATE ADDITIONAL CHARGES UNLESS NOTED IN THE QUOTATION. We reserve the right, at our option, either to reject work, or to make an extra charge for finishing any base metal below our agreed standard.

25. We will release credit information requested by others about the customer only upon written request.

26. All litigation must take place in the state of Illinois.