

## **Protech Metal Finishing, LLC**

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### **STANDARD TERMS AND CONDITIONS**

Protech Metal Finishing wishes to remind you of the following established practices of the metal finishing industry in processing your materials. It is generally recognized that even after employing all the science known to us and with years of training, there still remain hazards in the electroplating and metal finishing fields. As a consequence, in order to avoid misunderstandings, we have set forth the following terms and conditions under which your materials will be accepted by us for processing:

1. Whenever we are given material with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions. Type of material, tolerances and specifications for processing shall be declared in writing prior to our processing. A written Purchase Order must accompany every job received. Please refer to our Customer Purchase Order Requirements.
2. Our liability for any cause is limited to the cost of direct labor and material of the product directly damaged by our processing, or our processing charges on such material, whichever is the lesser. Charges for our services are based on this Policy limiting our liability. *(This includes but is not limited to scrappage and loss for any reason that results in shipped quantity discrepancies).*
3. Liability greater than that outlined in paragraph #2 above will be assumed by us only when so agreed in writing by us. In such an event, a higher charge may be made for our services.
4. No claim for shortage in weight or count will be allowed unless made in writing and presented or mailed within five (5) working days after receipt of materials by the customer or the customer's consignee, provided however, a shrinkage of quantity of processing of five percent (5%) shall be allowed without charge or liability.

Any material 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 five (5) 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 returned are in the same condition as when originally delivered by us.

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

5. Where operations or processes performed by us are in the nature of "salvaging" (*includes but not limited to: stripping coatings/plating or other rework not originated by us*) 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. If our internal inspection process designates parts as non-conforming, we may strip and rework parts one time unless expressly prohibited by customer.
6. In the event that results of metal finishing operations are unsatisfactory due to metal imperfections, charges in grade or composition of materials, manufacturing and/or fabrication 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 will be required to pay the contracted amount for the finishing operation performed.
7. There will be no liability of Protech Metal Finishing LLC, for any special, indirect or consequential damages arising for 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 Protech Metal Finishing LLC.
8. We shall not under any circumstances be considered as an insurer of customer's material and shall not be liable, regardless of cause, for loss by fire, explosion, theft, pilferage, vandalism, casualty or acts of God while such material is in our possession.
9. Quotations are open for acceptance sixty (60) days from issuance. After sixty (60) days, prices and terms are subject to change without notice, unless otherwise specified. Quotations are based on drawings and/or turnaround is subject to change upon receiving parts. All shipping and freight charges are the responsibility of the customer. All orders are F.O.B. Vonore, TN.
10. 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 of ourselves, or elsewhere), accident, thefts, 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.

**LEAD-TIME POLICY**

Lead-time is the amount of time estimated to process parts in the shop, which will begin when the parts are released to the floor. This could be delayed due to the lack of required information on a given purchase order, such as material type, hardness or defined masking instructions. Parts received in the shipping department in the afternoon, are usually released to the floor the following morning. Parts received in the morning will be released to the floor that afternoon.

**EXPEDITE POLICY**

Expedite lead-times will be approximately one half "standard" lead-time. (If Standard lead-time is 6 days, then Expedited lead-time is 3 days). Parts will not be expedited if it is clearly not stated "EXPEDITE" on the purchase order. Expedite charges will be assessed based on the number of processes and the size of the order. Expedited lead-times are based on our normal workdays which are Monday through Friday. Weekend expedite charges will be assessed on a case by case basis. Weekend work must be requested by the Wednesday prior to the requested weekend.

**RETURN POLICY**

Before returning parts call our Quality Manager or Production Manager at 423-884-2000 giving details. Protech Metal Finishing will issue a Return Authorization (RA) number if appropriate. Customer is to include RA# with all return parts. Unless agreed in advance, customer will pay shipping costs for returned parts.

**STANDARD CHARGES**

Protech will charge a Hazardous Material disposal charge on every order. A Certificate of Conformance charge will be assessed on every job that requires one. Please state on your purchase order if the job is to be certified. Specialty racking charges will be assessed on a case by case basis.

**PAYMENT TERMS**

In order to provide you with superior service, it is necessary for us to pay our obligations in a consistent and timely manner. We are unable to do this if our customers do not meet their commitment to pay us in a likewise fashion.

Our standard customer payment terms are NET 30 DAYS. This means that your payment is due 30 days following the invoice date. If payment is not received within 30 days following the invoice date an additional fee of 1½% per month may be added.

Credit card payments are subject to a 3% fee over standard invoice amount.