

PLATING TECHNOLOGY INC. TERMS AND CONDITIONS OF SALE

The following Terms and Conditions apply to all orders placed with Plating Technology Inc. for electroplating, coating, metal finishing, research, consulting, or any other related services. The Customer hereby assents to and shall be bound by each and every term and condition set forth herein, notwithstanding and irrespective of any terms and conditions in the Customer's purchase order, invoice or other purchase documents (whenever issued) which may be different than or inconsistent with those stated herein. Plating Technology Inc. is referred to as "Plating Technology" and the entity or person who is ordering the services or products is referred to as the "Customer".

1. **Warranty.** Plating Technology warrants that processing and finishing shall meet the Customer's specifications supplied in writing with the order. When specification revision level is not called out by the Customer, the Customer will accept specification revision level on file at Plating Technology. Such processing and finishing shall be free from defect in material or workmanship. If the Customer specifies methods and procedures to be followed, Plating Technology will assume no responsibility for the correctness of such methods and procedures or the result when they are followed. Plating Technology does not warrant that material furnished by customer is suitable or fit for processing and finishing. No Terms or Conditions of any Purchase Order or similar document submitted by Customer will become part of any agreement with Plating Technology unless accepted in writing.

2. **Limitation of Warranty; Disclaimer.** THE FOREGOING WARRANTY IN SECTION 1 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY PLATING TECHNOLOGY. PLATING TECHNOLOGY'S REIMBURSEMENT AND LIABILITY FOR ANY CAUSE IS LIMITED TO AND SHALL NOT EXCEED THE AMOUNT OF THE PROCESSING CHARGES FOR THE WORK DONE BY PLATING TECHNOLOGY ON ANY MATERIAL. THE CUSTOMER AGREES AND UNDERSTANDS THAT THIS LIMITATION OF LIABILITY IS NOT AN EXCULPATORY CLAUSE. IN NO EVENT SHALL PLATING TECHNOLOGY BE LIABLE FOR CUSTOMER'S OR ANY OTHER PERSONS' CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM PLATING TECHNOLOGY'S PERFORMANCE UNDER ANY ORDER, INCLUDING BUT NOT LIMITED TO, ANY DAMAGES THAT RESULT IN ANY WAY FROM THE CUSTOMER'S OR ANY OTHER PERSONS RELIANCE OR USE OF ANY PRODUCTS OR MATERIALS WORKED ON OR PROVIDED UNDER ANY ORDER, EVEN IF PLATING TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If the Customer proposes a different or additional liability provision, the same must be agreed to in writing and signed by an officer of Plating Technology before work is started or services are provided. In such event, the Customer understands that a different charge for services must be agreed on, reflecting the higher risk to Plating Technology and that no work will be started until both Plating Technology and the Customer have signed an agreement setting forth the new charges and terms of liability. Otherwise, the terms set forth herein are binding on the Customer.

It is agreed by the Customer and Plating Technology that the inability to discover a defect within the stated notice of defect time frame, Section 4, will not void the limitation of liability contained in this agreement. It is the Customer's obligation to notify Plating Technology if it does not agree to the limitation of liability contained herein and a failure on the part of the Customer to do so in writing before work starts will be deemed as acceptance of this limitation of liability.

3. **Shortages in Weight or Count.** No claim for shortage in weight or count will be allowed unless made in writing and presented or certified mailed within five (5) working days after receipt of material or merchandise by the Customer or the Customer's consignee to whom delivered, provided however, a shrinkage of quantity on the processing of five percent (5%) shall be allowed without charge or liability. The Customer hereby expressly assumes the risk of discovering such shortage or defect within such time.

4. **Defects; right of Inspection.** Any material or merchandise found, upon Plating Technology's inspection, to be improperly processed by us will be reprocessed at no additional charge provided:

- a) that notice of defect is given in writing to Plating Technology within five (5) working days from the date of delivery,
- b) that Plating Technology is 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 Plating Technology.

Processing or assembly of any such rejects by the Customer or any other party shall constitute a waiver of any liability on Plating Technology's part.

5. **Cathodic and Anodic Paint Processing Notice.** Due to bulk processing using paint application techniques, some parts may exhibit material build-up, sticking or nonconformity of coverage of the paint. Plating Technology makes every attempt to minimize these occurrences, but the company cannot accept responsibility for reprocessing or sorting costs associated with these problems.

6. **Risk of Loss.** Plating Technology assumes no liability for any loss or damage to merchandise or material while in transit to or from Plating Technology's factory, whether in trucks or vehicles owned by Plating Technology, the Customer, or any third person acting in Plating Technology's or the Customer's behalf. Merchandise or materials to be shipped by Plating Technology shall be F.O.B. to Plating Technology's location. Plating Technology assumes no liability 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, casualty, or act of God.

7. **Operations.** 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, usages for which the plating or other finishing operation was not reasonably designed, and similar variables over which Plating Technology has no control, the Customer will be required to pay the contracted amount for finishing operation(s) performed. Plating Technology reserves the right, at Plating Technology's option, either to reject or make an extra charge for finishing any base metal below Plating Technology's agreed standard. Plating Technology assumes 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.

8. **Materials Cost Adjustment.** THESE PRICES ARE BASED ON CURRENT METAL PRICES ON THE LME "LONDON METALS EXCHANGE". PRICES ON PARTS MAY BE ADJUSTED QUARTERLY BY PLATING TECHNOLOGY TO REFLECT CHANGES IN METALS COST AS LISTED ON THE LME. THE NEW PRICES WILL BE EFFECTIVE ON ALL PARTS PLATED AFTER GIVING CUSTOMERS FIFTEEN (15) DAYS WRITTEN NOTICE.

9. **Quotations.** 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.

10. **Minimum Charge Policy.** Any part, regardless of amount, which is processed by Plating Technology is subject to a minimum lot charge. The price for finishing carries a per pound or piece value, and when the calculated cost is less than the minimum charge, the minimum charge will apply.

11. **Force Majeure.** All quotations, orders, agreements, or modifications thereof, are contingent upon and subject to any and all occurrences beyond Plating Technology's control, including but not limited to strikes or boycotts (whether occurring at Plating Technology's factory, Customer's plant or factory, the plant or factory of any supplier, either of the Customer or of Plating Technology's, or elsewhere), accidents, thefts, fires, war, shortage of materials, equipment, casualty, or acts of God. Plating Technology shall not be liable for failure to perform any agreement for such causes. Should Plating Technology notify the Customer of our inability to perform any agreement for such causes, Customer is required, at Customer's own risk and responsibility and at own cost and expense, to pick up at our factory the raw, finished or unfinished materials which Plating Technology has, belonging to the Customer.

12. **Special or Experimental Operations.** For special prototype(s), first article(s), sample(s) or experimental processing, and finishing, Plating Technology's charges are not contingent upon the success of the work or the benefit derived therefrom by the Customer.

13. **Delivery, Storage and Transportation.** Deliveries made by us within ten (10) days of the time specified shall be deemed in full compliance with the time agreed upon. Plating Technology reserves 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 Customer the right to treat the entire contract as breached.

During storage and transportation of the Customer's material or merchandise; the Customer's containers used for delivery to Plating Technology 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, Plating Technology will charge for material and handling and will provide such service upon receipt of a written order.

In the event parts are damaged during shipment and the Customer fails to provide Plating Technology written request for insurance, the Customer assumes responsibility for damage of parts above the carriers' payment.

14. **Ownership.** Special tools, racks and fixtures required for the performance of the work herein described which have been designed and /or built by Plating Technology shall be and remain Plating Technology property whether or not the Customer is charged with time and /or materials in connection therewith.

15. **Change of Ownership.** Plating Technology must be notified in writing, and by certified mail of any change in ownership, the name of the business structure under which credit is established.

16. **Cancellation of Order.** In the event of the Customer's cancellation of order, the Customer shall reimburse Plating Technology for the work completed and work in progress and for tooling and engineering expenses incurred in connection with such order.

17. **Security.** All Customer's merchandise in our possession shall be subject to a general lien for all monies owing by the Customer to Plating Technology, whether or not due or payable, and whether or not such monies are owing to Plating Technology for work, labor, or services rendered, or materials or equipment used in connection with such merchandise.

18. **Payment and Finance Charge.** All invoices are due per Plating Technology payment terms and shall be considered delinquent if past agreed payment terms. C.O.D. restrictions may be placed on any delinquent account and thereafter subject to a FINANCE CHARGE computed by a single monthly periodic rate of 1 ½% being ANNUAL PERCENTAGE RATE of 18%. All amounts due for purchases are payable to 1525 West River Road, Dayton, Ohio 45417.

19. **Default.** In the event of bankruptcy or insolvency proceedings involving the Customer, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, or if the Customer is insolvent or fails to perform any obligation arising from this order or the terms and conditions contained herein, including, but not limited to, default of payment, Plating Technology may, without any liability whatsoever and without prejudice to any other rights or remedies which Plating Technology may have at law or in equity, immediately terminate in whole or in part, further performance by Plating Technology of its obligations arising from this order or the terms and conditions contained herein.

20. **Extension of Credit.** If applicable, any Customer receiving an extension of credit authorizes its creditors, banks and financial institutions to release credit, banking and financial data to Plating Technology. Plating Technology shall have the right to obtain and review any financial documents of the Customer upon any request. Should it be necessary to assign the account balance on an extension of credit to a licensed collection agency or to an attorney for legal action, all subsequent collection charges and /or legal fees shall be paid by the Customer. Plating Technology reserves the right to place any credit account with an overdue balance on "Shipment Hold".

21. **Miscellaneous.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Montgomery County, Ohio. In the event any provision hereof shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions shall continue in full force and effect. The headings contained in these Terms and Conditions are inserted for convenience only and in no way define, limit, or extend the scope or intent of any provision of these Terms and Conditions. Failure of Plating Technology to insist on performance of any of these Terms and Conditions or requirements of the underlying order, shall not be construed as a waiver of such Terms and Conditions or requirements and shall not affect the right of Plating Technology thereafter to enforce each and every term, condition or requirement hereof.

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 the sale, or any other matter set forth herein must be in writing and signed by a duly authorized representative of Plating Technology. These Terms and Conditions shall apply to this and any future order or agreement for the processing of any materials or merchandise.