

Finishing Professionals

Customer Order Terms and Conditions

In spite of capable, well-trained persons who impart a great deal of scientific knowledge to our industry, variables in the anodizing and metal finishing business still remain. Therefore, as part of our effort to eliminate continuing and future misunderstandings, we are setting forth the following terms and conditions that will govern the manner in which Finishing Professionals will accept customer orders beginning July 1, 2012.

Plating and Finishing Services

1. Our processing and finishing will meet customer specifications which the customer supplied in writing at the time of order acceptance. When the customer specifies that we follow methods and procedures outside of our industry standards, we will assume no responsibility for the correctness of such methods and procedures or the result when they are followed; in these instances, our warranty of merchantability and fitness for a particular purpose expressly do not apply.
2. Any liability on our part will be limited to the lesser of: (i) cost of direct labor and material of product lost or directly damaged by our processing; or, (ii) two times our processing charges on such material. Our charges are based on this limited liability policy.
3. No claim for shortage will be allowed unless made in writing and presented within ten (10) working days after receipt of materials by the customer or the customer's consignee; provided, however, up to five percent (5%) in shrinkage of quantity due to processing will be allowed without charge or liability.
4. Any material found, upon our inspection, to be improperly processed by us will be furnished without charge provided that: (i) notice of defect is given in writing within ten (10) days from the date of delivery, (ii) we are given the opportunity to inspect/evaluate the material or merchandise prior to return, (iii) materials returned are in the same condition as when originally delivered by us. Processing or assembly of any such rejects by you or any other party shall constitute a waiver of any liability on our part.
5. We assume no liability for any loss or damage while in transit to our facility, whether in a vehicle owned by the customer, by us, or any third party acting in our or the customer's behalf.
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 for which the plating or any 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. We reserve the right, at our sole discretion, to reject work or to apply an extra charge for finishing any parts below standard cleanliness and surface finish conditions.
8. We assume no responsibility for defective plating, anodizing, or other finish on materials previously plated or finished by others.
9. We will not, under any circumstances be considered as an insurer of customer's material and will 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. The provisions of this section may be altered or modified by separate written agreement and any liability we assume will be covered by a separate charge for such coverage.

Service Quotes

10. Quotations are valid for 30 days from issuance. Thereafter, prices and terms are subject to change without notice. All quotations must be in writing; oral quotes are not binding and will not be honored.
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 facility, your facility, the facility of any supplier either of the customer or ourselves, or elsewhere), accident, theft, fire, war, shortage of materials or equipment, casualty, or acts of God, and we will not be liable for failure to perform any agreement for such causes. All quotations, orders, agreements and modifications must be made in writing. Oral quotations, orders, agreements, and modifications are not acceptable and will not be honored.
12. Quotations are limited to the specific processes and treatments quoted herein. Processes and treatments not specifically quoted herein will not be provided even if such processes and treatments were referenced in general specifications set forth herein unless the quotation is modified in writing to specifically quote such additional processes and treatments and the changes therefore. You acknowledge that unless specifically set forth in your purchase order and/or specifications that

we do not know the handling, manufacturing, and processing history of the parts and material provided to Finishing Professionals LLC for processing and treatments and we are not responsible for the omission of pretreatment processes such as cleaning, grit blasting, stress relieving, etc. unless such pretreatment processes are specifically quoted.

Service Procedures

13. If we are given detailed instructions as to the processes and/or treatments to be performed, Finishing Professionals LLC responsibility will be limited to carrying out those instructions. The customer will declare the type of material, tolerances, and specifications for processing and/or treatments in writing prior to us processing your order. The customer also will and shall specify all processes (including required preparation) which you require Finishing Professionals LLC to perform.
14. For special or experimental (R&D) processing and finishing, our charges are not contingent upon the success of the work or the benefit derived therefrom by the customer.
15. 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 under this contract will be severable breach and will not give the customer the right to treat the entire contract as breach.
16. Special tools, racks, and fixtures required for the performance of the work herein described which we designed and/or built will remain our property whether the customer is charged with time and/or materials in connection therewith.
17. The customer agrees not to use or disclose any information to a third party that it now has or may acquire concerning racking, fixturing, chemical processes or procedures we use in our metal finishing. If the customer were to violate the terms herein provided, the customer will be liable for damages.
18. Rack marks will be permissible unless specifically directed otherwise, and are left up to our discretion as to the number, size, and location.
19. Should a customer cancel an order, the customer will reimburse us for the work completed, work in process, and any other expenses incurred in connection with the cancelled order.
20. All customer material in our possession will be subject to a general mechanic's lien for all monies owed by the customer, whether due or payable, or whether such monies are owed us for work, labor, or services rendered, or materials or equipment used in connection with such material.
21. The provisions hereof constitute the entire agreement between us. Any changes, alterations, waivers, or modifications with respect to the job performed or the terms of sales, or any other matter set forth herein must be in writing and signed by a duly authorized representative of Finishing Professionals LLC. These terms and conditions shall apply to any order or agreement for the processing of any material.

Payment Terms and Conditions

22. During storage and transportation of customer materials, the customer's containers used for delivery to us will be used for reshipment (return) and any damage resulting from the use of these containers will be borne by the customer. Should the customer desire other packaging, the customer will submit this request in writing with the purchase order for acceptance at our sole discretion.
23. Invoices unpaid on due dates are considered delinquent and will be subject to imposition of (i) a late charge equal to 5% of the overdue and unpaid balance plus (ii) a monthly interest charge equal to a monthly rate of two percent (2%) on the overdue and unpaid balance until all overdue amounts are paid in full. All customers with overdue and unpaid account balances that are 45 days past due accounts will be placed on hold, at which time we reserve the right to stop work on all in-house orders and will not accept any additional work until the customer pays us in full on all account balances.
24. The provisions of the Uniform Commercial Codes will govern these Terms and Conditions. All interpretation of the terms of the transaction shall be governed and construed in accordance with the laws of the state of Colorado.