

**JACKSON TUMBLE FINISH STATEMENT OF LIMITED LIABILITY
ALL WORK IS ACCEPTED SUBJECT TO THE FOLLOWING CONDITIONS:**

It must be acknowledged and recognized that even after employing all of the processing methods known to us; hazards still remain in the metal finishing industry.

Therefore, our liability shall not exceed twice the amount of our charges for the work done on any material (first to reimburse for the charges and second to compensate in the amount of the charges), except by written agreement signed by a representative of JACKSON TUMBLE FINISH.

The customer, by contracting for metal finishing, 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, and signed by an officer of JACKSON TUMBLE FINISH. In such event, a different charge for our services, reflecting the higher risk to JACKSON TUMBLE FINISH, shall be determined by JACKSON TUMBLE FINISH and the customer.

JACKSON TUMBLE FINISH makes no express or implied warranties and specifically disclaims any implied warranty of fitness for a particular purpose or merchantability, as to the performance or capabilities for the material as finished, or the specific process. The aforementioned limitation of liability stated above is specifically in lieu of any express or implied warranty, including any implied warranty of merchantability or fitness, and of any other such obligation on the part of JACKSON TUMBLE FINISH.

No claims for shortage in weight or count will be entertained unless presented within (5) five working days after receipt of materials by customer. Whenever we are given material with specific instructions as to finishing, our responsibility shall end with the carrying out of those instructions. Failure by a customer to indicate plainly and correctly the type of material to be processed, shall cause an express charge to be made to cover any additional expense incurred as a result thereof, but shall not change the limitation of liability stated above.

The customer agrees there will be no liability on JACKSON TUMBLE FINISH in contract or tort (including negligence and strict liability action) for any special, indirect or consequential damages arising from any reason whatsoever, including but not limited to personal injury, property damages, loss of profits, loss of production, recall or any other losses, expenses of liabilities allegedly occasioned by the work performed on the part of JACKSON TUMBLE FINISH.

It shall be the responsibility of the customer to inspect the product 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 on said product.

Our liability to our customers shall cease once any further processing; assembling or any other work has been undertaken on said material.

No agent or representative is authorized to alter the conditions, except in writing duly signed by an officer of JACKSON TUMBLE FINISH.

This QUOTATION, PURCHASE ORDER/SALES ACKNOWLEDGEMENT is expressly limited to the terms and conditions contained on the face and back thereof. Any different or additional terms contained in any of the buyer's forms are hereby deemed to be a material alteration hereof and notice of objection to them is hereby given.