

**JACKSON TUMBLE FINISH TERMS AND CONDITIONS OF
SALE AND
STATEMENT OF LIMITED LIABILITY**

1. **TERMS AND CONDITIONS.** All orders FOB Jackson Tumble Finish unless agreed to in separate written agreement. Quotations and prices are subject to adjustments by Seller at its discretion at any time due to energy, material or transportation costs, actual quantities or weights, and issues arising in actual production runs. It is generally recognized that even after employing all known science, variables in the metal finishing and metals remain. Jackson Tumble Finish is restating the following Terms and Conditions as the custom and usage of the Trade. These Terms and Conditions apply to all sales. Buyer's full or partial payment or acceptance of delivery shall constitute acceptance of all of these Standard Terms and Conditions.

2. **LIMITED WARRANTY.** Seller warrants that 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 for 72 hours from date of production processing in material or workmanship under normal circumstances and environment. When customer specifies methods and procedures to be followed, we shall comply whether or not the desired result is indicated; we assume no responsibility for the correctness of such methods and procedures or the result when they are followed. The Seller's responsibility shall end with the execution and completion of those instructions. We do not warrant that material furnished by customer is suitable or fit for processing and finishing.
 - a. No claims for shortage in weight or count or defect in quality, whether, latent or patent, will be entertained unless presented within 3 workings days after receipt by customer or customer's consignee to whom it is delivered. JTF does not weigh or piece count. We accept the Buyer's shipping documents as accurate. We rely on the Buyer to provide accurate shipping paperwork for weight and piece count. We will in no event be responsible for weight counts or other inspection functions for merchandise received from third parties on behalf of the customer. Any material found upon inspection by us to be defective in workmanship or material will be sent back to the Buyer.
 - b. 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.
 - c. To satisfy a claim where our processes did not meet customer requirements, we will have the right, but not the obligation, to refinish the material at our cost. Any material or merchandise found, upon our inspection, to be improperly processed by us may be refinished without charge provided: 1) That a notice of defect is given in writing within

three (3) working days from date of processing; and 2) that materials or merchandise returned have/has not been altered structurally or chemically since processed 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.

- d. Upon our review and agreement, our liability for any loss or damage of any nature is limited to the customer's cost of the material or our processing and finishing price for such material, whichever amount is the lesser.

3. **LIMITATION OF LIABILITY.** The Buyer or anyone claiming under the Buyer, agrees there will be no liability on the Seller in contract or tort (including negligence and strict liability) 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 or liabilities allegedly occasioned by the work performed on the part of the Seller. No agent or representative is authorized to alter the conditions, except in writing duly signed by an officer of the Seller.

The Seller's services and work are expressly limited to the terms and conditions contained on the face and back of the Seller's quotation, purchase order, sale acknowledgment or other forms. Any different or additional terms contained in any of the Buyer's forms are hereby deemed to be a material alteration and notice of objection to them is hereby given.

4. **DELIVERY AND DELAY.** All quoted delivery dates and/or periods are approximate. Seller shall not be liable to Buyer or any third parties for any damage or loss as a result of any delay in, or failure of, performance due to any cause beyond Seller's direct control, including but not limited to any acts of God, acts of Buyer, fire, flood, embargo or other governmental act, regulation or request, accident, labor dispute, strike, slowdown, war, riot, major equipment failure, delay in transportation, or shortage or inability to obtain necessary labor, materials, equipment, power and/or transportation. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay
5. **TAXES AND FEES.** Prices stated herein do not include any taxes, charges, assessments, or duties, and the amount of any thereof which Seller is required to pay or collect shall be invoiced to and payable by Buyer. Buyer shall also pay any collection fees and reasonable attorneys' fees incurred by Seller in collecting payment of the purchase price and any other amounts for which Buyer is liable under the terms and conditions hereof.
6. **PRIOR FINISHING** - We assume 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.

7. **CUSTOMER INSTRUCTIONS** - Work is done and articles are handled in accordance with written instructions accompanying the order. Customers requiring special treatment for delicate or close tolerance parts must give written instructions at the quote stage.
8. **INSPECTION AND ACCEPTANCE.** No claim for shortage in weight or count, or defect in quality, whether, latent or patent, will be allowed unless presented in writing by certified mail or nationally recognized carrier within three (3) working days after receipt of material by customer or the customer's consignee to whom it is delivered, the customer hereby expressly assuming the risk of discovering such shortage or defect within such time. Any material found upon inspection by us to be defective in workmanship or material is subject to be returned to the Buyer at the Buyer's expense FOB our plant. Seller reserves the right to reject or return mixed parts.
9. **RMA POLICY.** RMA number must be obtained prior to returning any product. All shipping documents must have the RMA number noted on them. Receipt of an RMA number does not constitute admission of fault or liability, authorization for freight charges or acceptance of debits. RMA numbers are used solely to assist with tracking, investigating and addressing suspected non-conformances.
10. **CUSTOMER ADMINISTRATIVE AND QUALITY FEES** - No customer administrative, quality or similar fees are allowed unless agreed to by separate signed writing.
11. **CUSTOMER CLAIMS.** To satisfy a claim, we will have the right, but not the obligation, to refinish the material at our cost. Any material or merchandise found, upon our inspection, to be improperly processed by us may be refinished without charge provided: I. That notice of defect is given verbally within three working days and in writing within 10 working days from the date of delivery; and II. That materials or merchandise returned have/has not been altered structurally or chemically since processed 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.

The Buyer agree there will be no liability on the Seller in contract or tort (including negligence and strict liability) 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 or liabilities allegedly occasioned by the work performed on the part of the Seller. No agent or representative is authorized to alter the conditions, except in writing duly signed by an officer of the Seller.

Our liability for any loss or damage of any nature, is limited to the customer's cost of the material or merchandise or our processing and finishing price for such material, whichever amount is the lesser.

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. JTF's liability to

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

- 12. FORCE MAJEURE (UNCONTROLLED EVENTS).** All quotations, orders or agreements, or any 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, customer's plant or factory, the plant or factory of any supplier, either of the customer or of ourselves, or elsewhere) accidents, theft, fires, war, terrorism, shortage of materials, or equipment causality, or acts of God, and we shall not be liable for failure to perform an agreement for such causes. Should we notify you of our inability to perform any agreement for such causes, you are required at your own risk and responsibility, and at your own cost and expense, to pick up at our factory the raw, finished or unfinished materials we have belonging to you.
- 13. DELIVERIES** - Deliveries made by us within ten (10) days of the time specified shall be deemed in full compliance with our agreement. It is agreed that we shall have 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 purchaser the right to treat the entire contract as breached.
- 14. PACKAGING AND CUSTOMER CONTAINERS.** Customer's containers shall be clean, free of debris, and in a structurally sound condition. Seller is not responsible for cleanliness of the container and will charge for liners to be used if containers are not clean. Seller reserves the right to reject and return any container found to be in an unstructurally sound condition. During storage and transportation of customer's material, customer's container used for delivery to us shall be re-used to return product. Should customer desire other packaging or containers, such material and handling may be provided upon receipt of written order and may incur additional costs to the customer. Seller reserves the right to requote any order that packaging requirements are not known or disclosed until goods are received for processing.
- 15. LABORATORY TESTING.** Seller outsources all customer requests, specification required laboratory testing for SSFT, Humidity, CoF, etc. to a 3rd party independent accredited and certified test laboratory. All laboratory service charges (testing, documentation, supplies, S&H, etc.) are billed directly to customer upon completion of testing with test analysis report being provided to customer. Customer payment terms is NET 30 unless previously agreed upon. Customer must provide in writing all requests to Seller's Quality Department for coordinating laboratory testing requests with independent laboratory. Seller will accept customer laboratory testing requests only for: initial new part PPAP, annual part PPAP revaluation, and one-time individual part, specific lot requests. Seller does not accept customer laboratory testing requests/specification requirements for each and every customer part, nor every lot for a given part number processed.

16. **CREDIT APPROVAL.** Shipments, deliveries and performances of work shall at all times be subject to the approval of Seller's credit department. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment in advance or upon such other payment terms as are acceptable to Seller's credit department.
17. **INVOICES DUE NET 30.** Accounts will be due and payable Net 30 days following date of Invoice unless otherwise agreed upon.
18. **CANCELLATION, MODIFICATION, SUSPENSION.** In the event of the customer's cancellation of the 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 any lost profit.
19. **LIEN** - All customer's merchandise in our possession shall be subject to a general lien for all monies owing by the customer to us, whether or not due or payable, and whether or not such monies are owing to us for work, labor or services rendered, or materials or equipment used in connection with such merchandise.
20. **PROPRIETARY RIGHTS.** Buyer acknowledges and agrees that it is not acquiring any right, title or license in or to Seller's intellectual property or other proprietary rights associated with any of the Products.
21. **INDEMNIFICATION.** The customer agrees there will be no liability of 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.
22. **ASSIGNMENT; BINDING EFFECT.** Buyer shall not assign its rights or obligations under this Agreement or any interest therein without Seller's prior written consent. Any assignment without such consent shall be void and have no force and effect. This Agreement shall be binding and inure to the benefit of the parties hereto, their successors and permitted assigns, and their legal representatives. These Standard Terms and Conditions confer no rights on third parties.
23. **CONTROLLING LAW; JURISDICTION; LANGUAGE.** This transaction shall be governed by, and this Agreement shall be construed and enforced in accordance with, the laws of Wisconsin without regard to any principles of conflicts of laws. Any and all legal actions or proceedings shall be brought only in the federal or state courts located within Brown County, Wisconsin, and the Buyer consents to the exclusive jurisdiction of such courts and waives any objection to such jurisdiction.
24. **COMPLIANCE WITH EXPORT REGULATIONS.** Commodities or technology exported from the United States are in accordance with the Export Administration Regulations. Buyer understands and agrees that diversion of commodities or technology contrary to U.S. law is prohibited.

25. **ENTIRE AGREEMENT** - 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 sale, or any other matter set forth herein must be in writing and signed by a duly authorized representative of the company. These terms and conditions shall apply to any order or agreement for the process of any materials or merchandise. Our acceptance of your order is expressly made conditional on your assent to these Terms and Conditions.
26. **INDUSTRY STANDARD** - These Standard Terms and Conditions of Sale have been accepted as standard practices of the industry by the National Association of Metal Finishers.