

SPECIALTY PLATING, INC. TERMS AND CONDITIONS

- Our terms are Net 30; Interest will be charged at the rate of 18% per annum on all balances not paid in full within 30 days of invoice date. All customers are considered COD until a credit application is received and approved. We accept cash, check, or credit card. Please note that service charges will be applied to credit card transactions.
- Customer grants SPI a lien in all of its parts and orders. Customer authorizes SPI to retain any of its parts or orders pending payment of amounts due SPI or to sell the parts or orders and apply the proceeds to amounts due as allowed by Colorado law.
- SPI must be notified in writing within 15 days of the packing list date of any claim or discrepancies with completed parts and the claim must be accompanied by the packing list and invoice. If not so notified, acceptance is deemed to have occurred and the customer thereby waives any complaint as to the condition of the parts or the content of such shipment.
- Any discrepancies regarding dimensions will not be considered unless accompanied by an inspection report showing the dimensions of all the parts that were processed at SPI.
- SPI will not be liable to the customer for any indirect, incidental, special, punitive, or consequential damages, including, but not limited to, loss of profits, revenue, or use, incurred or suffered by the customer. SPI's entire liability shall in no event exceed the lesser of the total of all payments made by Customer to SPI for the specific job, three times the plating cost (this does not include masking costs) or the customer's cost of the part.
- SPI relies solely on the specifications set forth in the customer's purchase order for processing the order, not any drawings from customer. All orders requiring special processing, hydrogen embrittlement relief, Teflon, specific seals, masking requirements, and other special processing notes, must be called out on purchase order.
- Any parts requiring masking must be delivered with a drawing that is legible and not altered. Parts with no prints will be processed at the customer's risk and no claims will be accepted by SPI.
- SPI will not accept any claim where a drawing has been altered in any way.
- The customer is responsible for properly packing its parts when shipping them to SPI. SPI shall not be responsible for any damage claims arising from parts that are not packed correctly by the customer.
- We assume no liability for any loss of or damage to merchandise or material while in transit to or from our facility whether on the customer's truck or any third person acting on our or the customer's behalf.
- Parts that have not been picked up within 20 days after notice of completion will be subject to a storage fee of \$5 per day. Parts not picked up by the customer after three months will be sold to pay for SPI's services and storage fees.
- Customer shall disclose the hardness of the material, the tensile strength, type of material, and identify the parts that require baking on its purchase order. SPI is not responsible for hydrogen embrittlement claims or cracked parts if a customer fails to provide this information.
- The customer is responsible for a minimum charge if it terminates the order before processing is complete. This fee will be assessed based on the stage of production and is payable **before** the job is released.
- Pricing is subject to change, and quotes are valid for 30 days.
- Any dispute or claim shall be resolved exclusively in the courts of Denver County, Colorado. The prevailing party shall be awarded its attorney fees.
- SPI has the authority to change any and all due dates if they are unreasonable and/or unrealistic.
- **SPI DISCLAIMS LIABILITY FOR ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**