

## GROVE PLATING COMPANY TERMS AND CONDITIONS

It is generally recognized that even after employing all the science known to us, and capable men & women with years of training, there still remain variables in the electroplating and metal finishing industries. Therefore, in order to avoid misunderstandings, Grove Plating Company is restating the following Terms and Conditions as the custom and usage of the trade. These Terms and Conditions apply to all sales.

1. We warrant 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 defects in material or workmanship at time of delivery. If the customer specifies methods and procedures to be followed, we will assume no responsibility for the correctness of such methods and procedures or the result when they are followed. In the absence of full disclosure by the customer of the use of material or parts to be processed and finished, we assume no liability for subsequent failures or defects.
2. Our liability for any cause is limited to the cost of direct labor and material of the product loss or directly damaged by our processing or two times our processing charges on such material, whichever is the lesser. Our charges are based on this policy limiting liability. By placing your order, you expressly agree to this limitation.
3. No claim for shortage in weight, defect or count will be allowed unless made within three (3) working days after delivery of material or merchandise by the customer or the customer's consignee to whom it was delivered, provided, however a shrinkage or defective quantity in bulk processing of two percent (2%). 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.
4. In order to assert a claim against us, the customer must return any material or merchandise processed by us for our inspection. No claim shall be allowed until such inspection is performed by us.
5. 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:
  - a) Notice of defect is given verbally within three (3) working days and in writing within ten (10) working days from the date of delivery;
  - b) Materials or merchandise returned 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.
6. We assume no liability for any loss or damage to merchandise or material while in transit to or from our facility, whether in trucks or vehicles owned by us, the customer, or any third party person acting in our or the customer's behalf.
7. 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 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.
8. We reserve the right, at our option, either to reject work or to make an extra charge for finishing any base metal below our agreed standard.
9. We assume no responsibility for defective plating or other finish on materials or merchandise previously plated or finished by others.
10. We shall not, under any circumstances, be considered as an insurer of customer's material or merchandise and shall not be liable, regardless of cause, for loss by fire, explosion, theft, pilferage, vandalism, casualty or acts of God while such material or merchandise is in our possession.
11. Quotations are open for acceptance thirty (30) days from issuance. After thirty (30) days, prices and terms are subject to change without notice unless otherwise specified.
12. 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 of ourselves, or elsewhere) accidents, thefts, fires, war, shortage of materials or equipment, casualty or acts of God and we shall not be liable for failure to perform any agreement for such causes.
13. For special or experimental processing and finishing, our charges are not contingent upon success of the work or benefit derived therefrom by the customer.
14. Deliveries made by us within ten (10) days of the time specified shall be deemed in full compliance with our agreement. We reserve the right to make partial or installment deliveries, for which the customer shall pay at the contracted price. Defective delivery or nondelivery with respect to any installment or partial delivery under this contract shall be servable breach and shall not give the customer the right to treat the entire contract as breached.
15. Special tools, racks and fixtures required for the performance of the work herein described which have been designed and/or built by us shall be and remain our property whether or not the customer is charged with time and/or material in connection therewith.
16. In the event of customer's cancellation of 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.
17. All customers' materials and merchandise in our custody or control shall be subject to a general lien for all monies owing by the customer to us, whether or not due or payable.
18. During storage and transportation of customer's material or merchandise, customer's containers used for delivery to us 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, we will charge for material and handling and will provide such service upon receipt of a written order. Additional charges may be incurred by the customer for repackaging goods to other specification.
19. The provisions of the Uniform Commercial Code shall govern, except as provided in these Terms and Conditions to the contrary and all interpretation of the terms of the transaction between the parties shall be governed by the laws of the State of Illinois.
20. If any provision or part of this instrument shall be declared invalid by a court of competent jurisdiction, such invalidation shall not affect the valid provisions hereof.
21. Customer shall pay and discharge all costs, expenses and legal fees which shall be incurred and extended by us in enforcing the covenants and agreements of this contract, whether by the institution of litigation or in taking the advice of counsel, or otherwise.
22. We make no warranties or representations, expressed or implied, as to workmanship, performance, quality, durability, or fitness for purpose or merchantability for any of the articles we process. This disclaimer is for all liability including, among other, liability for consequential, incidental and special damages. The only warranties applying to such articles are those which are written and are specifically provided by us. Seller makes no warranties applying to such articles are those which are written and are specifically provided by us. Seller makes no warranties concerning the manufacturer's warranties. **THE WARRANTY EXPRESSED IN THIS PARAGRAPH 22 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**
23. The provision of this agreement may be altered or modified by separate written agreement and any liability we assume will be covered by a separate charge for such coverage.
24. 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 Grove Plating Co., Inc. These terms and conditions shall apply to any existing or future order or agreement for the processing of any materials or merchandise. Our acceptance of your order is expressly made conditional on your assent to these Terms and Conditions.
25. We will release credit information requested by others about the customer only upon written request.