

### Statement of Limited Liability

It is recognized that even after employing all the technical and scientific methods known to us, certain perils still remain in metal finishing.

THEREFORE, EXCEPT BY SPECIFIC WRITTEN AGREEMENT SIGNED BY AN OFFICER OF GLOBAL METAL FINISHING INC, OUR LIABILITY SHALL NOT EXCEED TWICE THE AMOUNT OF OUR CHARGES (OR THE EQUIVALENT IN A CREDIT FOR FUTURE SERVICES) FOR WORK PERFORMED ON ANY CUSTOMER'S MATERIAL.

The customer, by contracting for our metal finishing services, agrees to accept the limits of liability as expressed in the Statement to the exclusion of any and all provisions as to liability on the customer's purchase order or other documents. If the customer desires their own provisions as to liability to remain in force and effect, this must be agreed to in writing prior to processing and then signed by an officer of Global Metal Finishing Inc. In such event, a higher charge will be made for our services.

THE AFOREMENTIONED STATEMENT OF LIABILITY IS SPECIFICALLY IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER SUCH OBLIGATION ON THE PART OF GLOBAL METAL FINISHING INC.

Should the customer desire our recommendations on any phase of their manufacturing process as it relates to metal finishing, they should contact our Customer Service Department. A Return Authorization Number must be obtained before returning merchandise "Freight Collect", whereupon we will furnish shipping instructions when applicable.

Merchandise returned without a specific Return Authorization Number clearly indicated is liable to non-acceptance. We accept and use customer counts, therefore no claims for shortage in count will be entertained unless by prior agreement. No claims will be allowed for shrinkage, expansion, deformity, or rupture of material in anodizing and/or plating, except by prior written agreement. Whenever we are given material with detailed instructions as to anodizing and/or plating, responsibility shall end with the carrying out of those instructions.

**Statement of Limited Liability** *continued*

Failure by a customer to indicate plainly and correctly the kind of material (i.e., proper alloy and temper designation) to be anodized and/or plated shall cause an extra charge to be made to cover any additional expenses incurred as a result thereof. Claims for loss or damage in transit must be filed by the customer with the carrier involved.

There will be no liability on the part of Global Metal Finishing, Inc. for any special, indirect or consequential damage arising from any reason whatsoever, including but not limited to loss of profits, loss of production, recall or any other losses, expenses or liabilities allegedly occasioned by the work performed on the part of Global Metal Finishing Inc.

It shall be the customer's responsibility to inspect the finished material upon its return to ensure that our metal finishing has met their requirements and any claimed deficiency must be presented to us prior to the time that any further processing, assembly or other work is undertaken.

**OUR LIABILITY TO CUSTOMERS SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLY OR ANY OTHER WORK HAS BEEN UNDERTAKEN ON SAID MATERIAL.**

No agent or representative is authorized to alter the above conditions, except in writing duly signed by an officer of Global Metal Finishing Inc.