

# QCP ENTERPRISES

## TERMS & CONDITIONS

The following items have been formalized and unanimously adopted by the members of the Metal Finishing Association of Southern California as a statement of Policy, and thus, adopted by Quaker City Plating.

It is generally recognized that there are hazards and risks in the electroplating and metal finishing fields. As a consequence, in order to avoid any misunderstandings, we are setting forth below conditions under which your material will be processed:

1. Whenever we are given material with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions. Type of material, tolerances and specifications for processing shall be documented in writing prior to our processing.
2. Our Liability for any cause is limited to the cost of direct labor and material of the product directly damaged by our processing or three times our processing charges on such material, whichever of the lesser. Charges for our services are based on this Policy limiting our liability.
3. Greater than that outlined in paragraph (2) above will be assumed by us only when so agreed in writing by us. In such event a higher charge may be made for our services.
4. Parts, materials, etc. processed by us shall be presumed to be accepted as satisfactory by you if we are not notified of damages, shortages or other discrepancies within **ten** working days of your receipt of the same. Rejected parts must be returned to us for rework after you have contacted us for a RGA number. Further processing or assembly of rejected parts, materials; etc., by you, or any other party, shall constitute a waiver of any liability on our part.
5. Where operations or processes performed by us are in the nature of “salvaging” parts of material, the work is accepted on a “best effort” basis and no liability shall attach to us unless previously agreed upon in writing prior to processing the job.
6. In the event that results of metal finishing operations are unsatisfactory due to material 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 would be required to pay the contracted amount for the finishing operation performed.
7. A finance charge of 2% per month which is an annual percentage rate of 24% (or the maximum legal rate) will be charged on all past due accounts.

We are sure you will agree with us that the conditions above set forth are realistic and reasonable and that the acceptance of the material for processing subject to such conditions will permit us to continue to provide quality metal finishing at an economical price.