

Great Lakes Finishing, Inc.'s Terms and Conditions for Services

The terms and conditions set forth herein are the sole terms applicable to Great Lakes Finishing, Inc.'s ("GLF" or "Service Provider") provision of plating services, which shall apply to the exclusion of any inconsistent or additional terms that may be contained in Customer's order or acknowledgment or otherwise proposed by Customer. Customer's acceptance of these terms and conditions shall be conclusively presumed by Customer's acceptance of delivery of, or payment for, shipments from GLF.

1. **Binding Contract.** This Work Order constitutes a binding contact between GLF and Customer for the provision of plating services upon product or goods that is provided by Customer. GLF specifically rejects any and all different or additional terms if proposed by Customer. In the event of a "battle of forms," the parties agree that these terms and conditions shall control.

2. **Contract for Services.** This agreement between the parties is for plating services. Even if goods are supplied, this agreement shall be deemed to be predominantly for services

3. **Supply of Material.** Customer shall supply the material for plating to GLF directly or cause material to be supplied by Customer's Suppliers. At all times, and regardless of the immediate source of the material, Customer warrants and represents that is suitable or fit for processing and finishing and none of the supplied material is Defective Material. Customer shall be responsible to ensure that its suppliers meet quality control requirements prior to any shipments to GLF. GLF reserves the right, at our option, either to reject work or to charge extra for finishing any base metal below GLF's required standard.

4. **Delivery and Storage of Materials.** GLF disclaims any liability for any loss of or damage to unfinished or finished material while in transit to or from our factory, whether in trucks or vehicles owned by the customer, or any third person acting in our or the customers behalf, or for any loss of or damage while the material is GLF's possession for any cause whatsoever, including, but not limited to theft, fire, casualty or act of God.

If Customer's containers are used for delivery, any damage resulting from the use of such containers shall be at the Customer's risk. Should customer desire other packaging or containers, GLF will charge for material and handling and will provide such service upon receipt of written order.

5. **Condition of Material Supplied for Plating.** Customer acknowledges and understands that

the success, quality, and outcome of the plating process is dependent on the condition of the material that is provided to GLF for each job. For example, certain types of oils and residues may cause plated products to blister or flake. Customer has reviewed the chemical processes used by Service Provider and warrants and represents that the products that it, or its suppliers(s) provide to GLF will be free of any contamination, defect, previous plating, previous finishes or other conditions or contaminations (collectively, "Defective Material") that may impair GLF's plating process. Customer is not relying on any representations whatsoever from GLF regarding the product supplied by Customer or its suppliers.

6. **Defective Material.** GLF assumes no responsibility for defective material or the results of GLF's plating upon Defective Material provide by Customer or Customer's suppliers. Customer represents and warrants that the material provided by Customer's suppliers is free of any substances that would negatively impact GLF's plating process. If GLF deems it necessary to strip and re-finish Defective Material, then Customer agrees to pay all related labor and material expenses, including the replacement of bath solutions and the cleaning of GLF's tanks. GLF SPECIFICALLY DISCLAIMS ANY WARRANTY WHATSOEVER AS TO WORK ON DEFECTIVE MATERIAL or RE-WORK OF DEFECTIVE MATERIAL PRODUCED BY OTHERS.

In the event the results of metal finishing operations are unsatisfactory due to metal imperfections, changes in grade or composition of materials, manufacturing and/or fabrication imperfections, usages for which the plating or other finishing operation was not reasonably designed, and similar variables over which we have no control, Customer shall pay the contracted amount for the finishing operations performed.

7. **Customer's Specifications and Treating Instructions.** Whenever GLF is provided material with detailed instructions as to

treatment, GLF's responsibility shall end with the carrying out of those instructions. Customer warrants its specifications, and other Treating Instructions, that it provides to GLF. GLF is entitled to rely on the Specifications and Treating Instructions that it receives from Customer. The types of material, tolerances and specifications for processing shall be declared in writing prior to our processing. GLF's responsibility shall end with the carrying out of Customer's Specifications and Treating Instructions, which may or may not achieve the Customer's desired result.

8. Special or Experimental Work. Work that GLF deems as needed special or experimental processing and finishing shall be charged and paid by the Customer, regardless of the outcome of the work or the benefit derived there from by the customer. Special tools, racks and fixtures required for the performance of the Work designated shall be, and remain, GLF's property whether or not customer is charged for time and/or material in connection therewith.

Where operations or processes performed by GLF are in the nature of "salvaging" parts or material, the work is accepted on a "best effort" basis and no liability shall attach to GLF unless previously agreed upon in writing prior to processing the job

9. Deliveries. Work performed by GLF shall be deemed accepted in full compliance with all requirements if GLF is not notified in writing of any damages, shortages or other discrepancies within ten (10) working days of Customer's receipt of the finished Work. Rejected parts must be returned to us for rework. Any further finishing, processing, or assembly of rejected parts, materials, etc. by Customer or any other party shall constitute a waiver of any and all liabilities or obligations of GLF.

GLF reserves the right to make partial or installment deliveries, for which 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 Customer the right to treat the entire contract as breached.

10. Changes. Piece prices will be honored at the Work Order prices, unless changes have been made to the regular part configuration, material, or process. Changes must be agreed upon by each party and a new quote
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will be issued with a new Work Order. A notice will be given to customers within a commercially reasonable time if prices are to be changed.

11. Payment. Unless otherwise provided in an invoice issued by GLF, payment terms are net 30 days from the date of invoice. Invoices not paid within 14 days shall have a service charge added to the amount due of one and one-half percent (1-1/2%) per month, or the highest interest rate allowable by law.

12. Claims. 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 within three (3) working days after receipt of material by the 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 finished product found upon inspection by us to be defective in workmanship will be refinished by us without charge upon delivery to us FOB our plant, provided that such finished product is returned in the same condition as when originally shipped by us. No claim will be allowed for shrinkage, expansion, deformity, rupture or other alternation of material in finishing, nor for breakage in straightening, except by special separate written agreement signed by both parties.

13. Notices: Any notice to GLF shall be made to its registered agent for the State of Michigan by certified mail, return receipt requested.

14. DISCLAIMER OF WARRANTY. GLF EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. Force/Majeure. Customer assumes all risks and liabilities, including those related to Customer's obligations to third parties, that are associated with contingencies or occurrences beyond GLF's control, including without limitation: strikes or boycotts (whether occurring at GLF, Customer's business, or any supplier), accidents, theft, fires, war, shortage of materials, or equipment, casualty, or acts of God, governmental actions, terrorist acts, utility interruptions, strikes, riots, fires, war, etc.

16. Return of Materials. Should GLF determine,

for whatever reason, that it is unable or unwilling to perform any particular job, Customer shall retrieve its finished or unfinished materials from GLF at no cost to GLF within five (5) days. If the materials are not retrieved, then a monthly storage fee will be assessed.

17. **NO CONSEQUENTIAL DAMAGES.** UNDER NO CIRCUMSTANCES WHATSOEVER SHALL GLF BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE AND WHETHER BASED UPON LOST GOODWILL, LOST RESALE PROFITS, LOSS OF USE OF MONEY, WORK STOPPAGE, IMPAIRMENT OF OTHER ASSETS OR OTHERWISE, AND WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY IN TORT, NEGLIGENCE, MISREPRESENTATION, OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE APPLICABLE LAW REQUIRES SUCH LIABILITY.

18. **Limitation of Liability.** GLF's liability is limited to the dollar amount that GLF received in payment for of each job. GLF is not liable for the cost of the supplied materials or any costs or charges for re-finishing by others.

19. **Termination.** The parties reserve the right to terminate any Work Order in writing prior to GLF's commencement of the Work. If Customer terminates during the Work, Customer agrees that such termination is contingent on, and not effective until, GLF's receipt of payment of an amount that is equal to twice the cost of the actual labor and materials that GLF devoted to performance of the Customer's order, if any, plus ten percent of the total contract price.

20. **Lien.** The parties agree that GLF shall have a possessory lien on Purchaser's materials, whether unfinished or finished, for any unpaid amounts, whether or not due or payable, and whether or not such monies are owing for work, labor or services rendered, or materials or equipment used in connection with the Work.

21. **Governing Law.** Michigan law shall govern. GLF and Customer agree that any action arising out of the sale of goods or services in accordance with this document will be brought, heard and decided in Kent County, Michigan. Customer submits to personal jurisdiction in Michigan.

22. **Entire Agreement and Amendment.** This document contains all of the terms of the agreement between GLF and Customer with regard to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between GLF and Customer concerning terms and conditions of sale. The contract evidenced by this document may be amended only in writing signed by Customer and an authorized agent of GLF.

23. **Severability.** All terms shall be enforced only to the maximum extent permitted by law. If any term is determined to be invalid or unenforceable, all other terms shall remain in effect.

SHRR 2179046v1

CUSTOMER AUTHORIZATION DATE: _____

CUSTOMER:

BY: _____

ITS: AUTHORIZED _____

PHONE NUMBER:

E-MAIL ADDRESS:

GLF ACCEPTANCE DATE: _____

SERVICE PROVIDER:

GREAT LAKES FINISHING, INC.

BY: DIANA BENCH

ITS: PRESIDENT