

MPP GROUP OF COMPANIES
Standard Terms and Conditions

It is generally recognized that even after employing all the science known to our industry and using capable people with years of training, there still remain variables in the electroplating, anodizing and metal finishing fields. Therefore, in order to avoid misunderstandings, the National Association of Metal Finishers and The MPP Group of Companies, herein after referred to as MPP, have adopted the following Terms and Conditions as the custom and usage of the trade.

Express Warranty and Disclaimer and Limitation of Liability

MPP warrants that processing and finishing provided meets customer's specifications supplied in writing with the order and that such processing and finishing shall be free from defects in workmanship. If the customer specifies methods and procedures to be followed, we will assume no responsibility for the results, or the correctness of such methods and procedures. MPP shall not be liable for any incidental or consequential damages. The warranties of merchantability and fitness for a particular purpose are hereby expressly made non-applicable.

MPP's liability for any cause is limited to the cost of direct labor and material of 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 limited liability policy.

We shall not under any circumstances be considered as an insurer of customers' material and shall not be liable, regardless of cause, for the loss by fire, explosion, theft, pilferage, vandalism, casualty or acts of God while such material is in our possession. The provisions of this section may be altered or modified by separate written agreement and any liability we assume will be covered by a separate charge for such coverage.

Returns and Shortage Claims

No claim for shortage in weight or count will be allowed unless made in writing and presented or mailed within ten (10) working days after receipt of materials by the customer or the customer's consignee, provided however, a shrinkage of quantity in processing of five percent (5%) shall be allowed without charge or liability.

Any material found, upon our inspection, to be improperly processed by us will be furnished without charge provided:

- a) that notice of defect is given in writing within ten (10) days from the date of delivery,
- b) that we are given the opportunity in inspect the material or merchandise prior to return,
- c) that materials returned are in the same condition as when originally delivered 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.

Quotations, Orders, and Cancellations

Quotations are open for acceptance ninety (90) days from issuance. After ninety (90) days, prices and terms are subject to change without notice, unless otherwise specified.

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 factory, your plant or factory, the plant or factory of any supplier, either of the customer or of MPP, or elsewhere), accident, theft, 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.

In the event of customer's cancellation of order, the customer shall reimburse MPP for the work completed, any work in process, in addition to the tooling and engineering expenses incurred in connection with such order.

Customer's Material, Merchandise and Tools

In the event 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.

MPP reserves the right to reject work or to make an extra charge for finishing any base metal outside our agreed standard.

MPP assumes no responsibility for defective plating, anodizing, or other finish on materials previously plated or finished by others.

For special, salvage, or experimental processing and finishing, our charges are not dependent on the success of the work or the benefit derived there from, by the customer.

Special tools, racks, and fixtures required for the performance of the work herein described which have been designed and/or built by MPP shall remain our property whether or not the customer is charged with time and/or material in connection therewith.

Rack marks will be permissible and unless specifically directed otherwise are left up to MPP's discretion as to the number, size, and location.

Delivery and Shipping

MPP assumes no liability for any loss or damage to material while in transit to our factory, whether in vehicles owned by the customer or any third person acting in our or the customer's behalf.

MPP reserves the right to make a partial or installment deliveries, for which the customer shall pay at the contract price. Defective delivery or non-delivery under this contract shall be a severable breach and shall not give the customer the right to treat the entire contract as breached.

During storage and transportation of customer's material, customer's containers used for delivery to MPP shall be used for reshipment and any damage resulting from the use of such containers shall be at the customer's risk. Should customer desire other packaging, we will charge for material and handling and will provide such service upon receipt of a written order.

Miscellaneous

The customer agrees not to use or disclose any information to a third party that it now has or may acquire concerning racking, fixturing, chemical processes or procedures MPP incorporates in our metal finishing. If the customer violates any of the terms herein provided, the customer shall pay the seller damages.

All customer's material in our possession shall be subject to a general lien for all monies owed MPP by the customer, whether or not due or payable, and whether or not such monies are owed MPP for work, labor, services rendered, materials, or equipment used in connection with such material.

Invoices unpaid on due date shall be considered delinquent and thereafter subject to a FINANCE CHARGE computed by a single monthly periodic rate of 1.5% being an annual percentage rate of 18%.

The provisions of the Uniform Commercial Code shall govern unless these Terms and Conditions provide to the contrary. All interpretation of the terms of the transaction between the parties shall be governed and construed in accordance with the laws of the state in which we process the material or provide the service.

The provisions hereof constitute the entire agreement between the parties. Any changes, alterations, waivers, or modifications with respect either 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 our company. These terms and conditions shall apply this and any future order or agreement for the processing for any materials.