

## **Premier Finishing, Inc. Terms and Conditions**

**Premier Finishing utilizes practices established in the metal finishing industry in processing your material. It is generally recognized that even after employing all the science known to us, and capable persons with years of training and experience, there still remains certain variations in the outcome of the finish that are acceptable to industry standards. Therefore, in order to avoid misunderstandings, we are setting forth the conditions listed below under which your material will be accepted for processing.**

1. When we are given material for processing with detailed instructions as to treatment, our responsibility shall end with carrying out those instructions.
2. Our liability for any cause is limited to the lesser of the cost of direct labor and material costs directly damaged by our process or to two times our processing charges for the product processed. Liability greater than that outlined above will be assumed by us only when so agreed in writing by us.
3. In the event that results of the metal finishing operation(s) are unsatisfactory due to metal imperfection, changes in grade or composition of materials, manufacturing and/or fabrication imperfections, heat treating variances, and similar variables over which we have no control, the customer would be required to pay the contracted amount for the finishing operation(s) performed.
4. Compensation will be given in the form of credit towards future processing unless otherwise agreed upon in writing by us.
5. Parts, material, etc. as processed by Premier Finishing shall be presumed to be acceptable as satisfactory by you if we are not notified of damages, shortages or other discrepancies with ten (10) working days of your receipt of the product. Rejected parts must be returned to us for rework. Further processing of rejected parts, material, etc. by you or any other party shall constitute a waiver of any liability on our part.
6. Because of the constant change in volume of product in our facilities, Premier Finishing will assume, unless otherwise agreed to in writing, that we will not be responsible to insure your product while on our premises unless the loss is due to our direct negligence.
7. This statement of policy supersedes all prior written or verbal terms and conditions.

**We feel these conditions set forth are realistic and reasonable and that acceptance of the material for processing subject to such conditions will permit us to continue to provide quality metal finishing at an economical rate.**

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