



Standard Terms and Conditions

ISO Finishing, Inc. warrants that processing and finishing shall meet the Customer's specifications supplied in writing with the order and be free from defect in material or workmanship. If the Customer specifies methods and procedures to be followed, we assume no responsibility for the correctness of such methods and procedures or the result achieved thereby. In the absence of full disclosure by the Customer of the use of material or parts to be processed and finished, we assume no liability for subsequent failures or defects. Customer is responsible for providing ISO Finishing, Inc. with written notification that parts require special treatment if they are delicate or close tolerance.

Our liability for any cause is limited to the cost of direct labor and material of product lost or directly damaged by our processing or our processing charges, whichever is lesser. All shipping costs for reworked material are the responsibility of the Customer.

ISO Finishing, Inc. reserves the right to refinish any material that, upon mutual agreement, does not meet customer requirements. Any material found upon our inspection to be improperly processed by ISO Finishing, Inc. will be refinished without charge provided that:

- (a) Notice of defect is given in writing within seven (7) working days from the date of delivery.
- (b) ISO Finishing, Inc. is afforded the opportunity to inspect the material prior to its return.
- (c) Materials are returned in the same condition as originally delivered.

Processing or assembly of potential reworks by the customer or any third-party shall constitute a waiver of any liability on the part of ISO Finishing, Inc.

All material is FOB from the ISO Finishing dock. We assume no liability for any loss or damage to material while in transit to or from our facility, whether in vehicles owned by ISO Finishing, the Customer, or a third party acting on our behalf or on the behalf of the Customer or a third party. Customer is responsible for handling charges on each order and assumes responsibility for all freight charges.

Items shipped via UPS or FedEx will be charged a handling fee by ISO Finishing for preparing the material for shipment. Shipping insurance will be applied only as specified by the Customer and at the Customer's expense.

Customer is responsible for ensuring that materials have a surface condition that is acceptable for metal finishing. ISO Finishing, Inc. reserves the right to reject work or make an extra charge for any material that does not meet our standards. We assume no responsibility for defective treatments on materials previously finished by others.

It is the Customer's responsibility to request any required, specific testing and provide complete specifications on the purchase order. Compliance with any ancillary documentation, such as prints or written specifications, must be requested on the purchase order. Charges for special or experimental processing and finishing are not contingent upon the success of the work or the benefit to the customer derived therefrom.

ISO Finishing, Inc. shall not, under any circumstances, be considered an insurer of Customer's material and shall not be liable, regardless of cause, for any damage or loss by fire, expulsion, theft, pilferage, vandalism, casualty, or acts of God while such material is in our possession.

Quotations are valid only for the first lot of material processed and is subject to change thereafter. Quotations are valid only for the identical part number specified therein. Verbal quotations are not valid and will not be honored. It is the responsibility of the Customer to review quotations for completeness. ISO Finishing, Inc. assumes no responsibility for unclear or illegible prints or ambiguous language provided by the Customer during the quoting or purchasing process.

All quotations, orders, agreements, and modifications thereof are contingent on and subject to any and all occurrences beyond the control of ISO Finishing, Inc. including, but not limited to; strikes and boycotts (whether occurring at ISO Finishing's facility, the customer's facility, or the facility of a third party supplier), accident, theft, fire, war, shortage of material or equipment, casualty, or acts of God, and ISO Finishing shall not be held liable for failure to perform for these causes.

Any item designed and/or built by ISO Finishing, including but not limited to; special tooling, racks, and fixtures, is the sole property of ISO Finishing without regard to whether or not the Customer is charged for any time and/or material in connection therewith. Any intellectual property obtained during the process is also the sole property of ISO Finishing and Customer may not disclose such intellectual property to any other party, in accordance with the terms of our Joint Non-Disclosure Agreement.

Any order cancelled by the Customer is subject to charges for work already completed, work in process, and any other expenses incurred by ISO Finishing, Inc. in connection therewith.

All material in our possession shall be subject to a general lien for all monies owing to ISO Finishing from the Customer, whether or not due and payable and without regard to whether or not such monies are owed in connection with such material.

The containers used to deliver material to ISO Finishing, Inc. will be used during the storage and transportation of Customer's material. ISO Finishing shall assume no liability for any damage or loss resulting from the use of such containers. Alternative packing or containers will be provided on receipt of a written request and at the Customer's expense.

Invoice terms are net 30 days from the date of the invoice. Invoices that remain unpaid on their due date shall be considered delinquent.

The provisions of the Uniform Commercial Code shall govern these Terms and Conditions and all interpretation of the terms of the transactions between the parties set forth herein shall be governed by the laws of the State of Minnesota.

I have read and agree to the terms and conditions set forth herein.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____