



### Standard Terms and Conditions

ISO Finishing LLC warrants that processing and finishing will meet the specifications provided by the Customer in writing at the time of the order and will be free from substantial defects in materials or workmanship. Should the Customer specify particular methods and procedures to follow, ISO Finishing LLC will proceed as instructed, but does not assume responsibility for the accuracy of these methods or the results obtained. Each Customer is responsible for providing ISO Finishing LLC with written notification that parts require special treatment if they are delicate or close tolerance.

In instances where the Customer does not fully disclose the intended use of the materials or parts being processed, ISO Finishing LLC cannot be held liable for any subsequent failures or defects.

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 LLC reserves the right to inspect and refinish any material that does not meet Customer requirements. Should ISO Finishing LLC, upon inspection, find that the material was not properly processed, we will refinish the material at no additional cost, provided that:

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

Any processing, assembly, alteration, or modification of materials that may require rework or correction, whether by the Customer or any third-party, shall be considered a waiver of any and all liability on the part of ISO Finishing LLC. This includes any attempts to alter, modify or address perceived defects prior to giving ISO Finishing LLC the opportunity to inspect and, if necessary, correct the material.

All materials are shipped FOB ISO Finishing LLC's dock, meaning title and risk of loss transfer to the Customer upon delivery to the carrier. ISO Finishing LLC assumes no liability for any loss, damage, or delays to materials while in transit to or from our facility, regardless of whether the transport is arranged by ISO Finishing LLC, the Customer, or a third party acting on behalf of either party. The Customer is fully responsible for all handling and freight charges associated with each order and any claims for damage or loss during transit must be directed to the carrier.

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

The Customer is solely responsible for ensuring that all materials provided are in a surface condition suitable for metal finishing. ISO Finishing LLC reserves the right to reject any work or impose additional charges for materials that do not meet our strict quality standards. ISO Finishing LLC assumes no responsibility or liability for defects or issues arising from treatments applied to materials that have been previously finished by other parties.

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.



Under no circumstances shall ISO Finishing LLC be considered an insurer of the Customer's materials. ISO Finishing LLC shall not be held liable, regardless of cause, for any damage or loss to the materials while in our possession, including but not limited to fire, explosion, theft, pilferage, vandalism, casualty, or acts of God. The Customer assumes all risks associated with such occurrences.

Sale, design, order, or work quotes provided by ISO Finishing LLC are valid only for the first lot of material processed and are subject to adjustment for any subsequent orders. These quotes apply strictly to the specific part number referenced and will not extend to variations. Verbal quotes are considered invalid and will not be honored under any circumstances. It is the sole responsibility of the Customer to carefully review all quotes for accuracy and completeness. ISO Finishing LLC assumes no liability for errors, unclear or illegible prints, or ambiguous language provided by the Customer during the quoting or purchasing process

All sale, design, order, or work quotes, orders, agreements, and modifications thereof are contingent upon and subject to occurrences beyond the control of ISO Finishing LLC. This includes, but is not limited to, strikes and boycotts (whether occurring at ISO Finishing LLC's facility, the Customer's facility, or that of a third-party supplier), accidents, theft, fire, war, shortages of materials or equipment, casualties, or acts of God. ISO Finishing LLC shall not be held liable for any failure to perform resulting from such events.

Any item designed and/or constructed by ISO Finishing LLC, including but not limited to special tooling, racks, and fixtures, shall remain the exclusive property of ISO Finishing LLC, regardless of whether the Customer is charged for any associated time or materials. Furthermore, any intellectual property developed during this process is also the sole property of ISO Finishing LLC. The Customer agrees not to disclose any such intellectual property to any third party, in accordance with the terms outlined in the Joint Non-Disclosure Agreement between ISO Finishing LLC and the Customer.

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 LLC in connection therewith.

All material in ISO Finishing LLC's possession shall be subject to a general lien for all monies owing to ISO Finishing LLC 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 LLC will be used during the storage and transportation of the Customer's material. ISO Finishing LLC 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 due 30 days from the date of the invoice. Invoices that remain unpaid on their due date shall be considered delinquent and will incur a 1.5% finance charge.

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: \_\_\_\_\_