**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

Customers 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

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