Terms and Conditions-

MTI STATEMENT OF LIMITED LIABILITY

(Please Read Carefully)

ALL WORK IS PERFORMED SUBJECT TO THE FOLLOWING TERMS:

THE BUYER OF METAL TREATING SERVICES FROM THE SELLER, UNDERSTANDS THAT EVEN AFTER EMPLOYING ALL THE SCIENTIFIC METHODS KNOWN TO THE SELLER, HAZARDS STILL REMAIN IN METAL TREATING. THE BUYER THEREFORE AGREES THAT SELLER'S LIABILITY SHALL NOT EXCEED TWICE THE AMOUNT OF THE CHARGES FOR THE WORK DONE ON ANY MATERIAL. THE BUYER AGREES AND UNDERSTANDS THAT THIS LIMITATION OF LIABILITY IS NOT AN EXCULPATORY CLAUSE. THE REIMBURSEMENT AND FULL LIABILITY OF THE SELLER SHALL NOT EXCEED TWICE THE AMOUNT OF THE CHARGES FOR THE WORK DONE BY THE SELLER ON ANY MATERIAL. THIS IS INTENDED TO REIMBURSE THE BUYER FOR THE CHARGES AND TO FULLY COMPENSATE THE BUYER IN THE AMOUNT OF THE CHARGES. THIS TERM APPLIES TO ALL WORK DONE BY THE SELLER EXCEPT WHERE OTHERWISE AGREED TO IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER. THE BUYER, BY CONTRACTING FOR METAL TREATMENT, AGREES TO ACCEPT THE LIMITS OF LIABILITY AS EXPRESSED IN THIS STATEMENT TO THE EXCLUSION OF ANY AND ALL OTHER PROVISIONS AS TO LIABILITY THAT MAY BE SET FORTH IN THE BUYER'S OWN INVOICES, PURCHASE ORDERS OR OTHER DOCUMENTS. IF THE BUYER PROPOSES A DIFFERENT OR ADDITIONAL LIABILITY PROVISION, THE SAME MUST BE AGREED TO IN WRITING AND SIGNED BY AN OFFICER OF THE SELLER BEFORE WORK IS STARTED OR SERVICES ARE PROVIDED. IN SUCH EVENT, THE BUYER UNDERSTANDS THAT A DIFFERENT CHARGE FOR SERVICES MUST BE AGREED ON, REFLECTING THE HIGHER RISK TO THE SELLER AND THAT NO WORK WILL BE STARTED UNTIL BOTH THE SELLER AND THE BUYER HAVE SIGNED AN AGREEMENT SETTING FORTH THE NEW CHARGES AND TERMS OF LIABILITY. OTHERWISE, THE TERMS SET FORTH HEREIN ARE BINDING ON THE BUYER.

IT IS AGREED BY THE BUYER AND THE SELLER THAT THE INABILITY TO DISCOVER A DEFECT WITHIN A REASONABLE PERIOD OF TIME AFTER THE RECEIPT OF A SHIPMENT OF HEAT TREATED MATERIAL, NOT TO EXCEED FIVE (5) BUSINESS DAYS, WILL NOT VOID THE LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT. IT IS THE BUYER'S OBLIGATION TO NOTIFY THE SELLER IF IT DOES NOT AGREE TO THE LIMITATION OF LIABILITY CONTAINED HEREIN AND A FAILURE ON THE PART OF THE BUYER TO DO SO IN WRITING BEFORE WORK STARTS WILL BE DEEMED ACCEPTANCE OF THIS LIMITATION OF LIABILITY.

THE SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AS TO THE PERFORMANCE OR CAPABILITIES OF THE MATERIAL AS HEAT TREATED, OR THE HEAT TREATMENT. THE AFOREMENTIONED LIMITATION OF LIABILITY STATED ABOVE IS SPECIFICALLY IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND ANY OTHER SUCH OBLIGATION ON THE PART OF THE SELLER. THE SELLER'S LIABILITY TO THE BUYER SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLING OR ANY OTHER WORK HAS BEEN UNDERTAKEN BY THE BUYER OR ANY THIRD PARTY. No claims for shortage in weight or count will be entertained unless presented in writing within five (5) business days after receipt of materials by the Buyer. No claims will be allowed for shrinkage, expansion, deformity, or rupture of material in treating or straightening, except by prior written agreement, as above, nor in any case for rupture caused by or occurring during subsequent grinding. Whenever the Seller is given material with detailed instructions as to treatment, the Seller's responsibility shall end with the execution and completion of those instructions. Failure by the Buyer to indicate plainly and correctly the kind of material (i.e., proper alloy designation) to be treated, shall cause an extra charge to be made to cover any additional expense incurred as a result thereof, but shall not change the LIMITATION OF LIABILITY stated above. When the Buyer provides specifications for the heat treating service to be provided, makes changes in the kind of materials (i.e. proper alloy designation) to be treated, or changes the process to be used, the Buyer specifically understands and agrees that this LIMITATION OF LIABILITY shall remain in effect, but that additional charges for services will be due and owing to cover the additional expense incurred as a result of changes made by the Buyer.

The Buyer agrees there will be no liability on the Seller in contract or tort (including negligence and strict liability) for any special, indirect or consequential damages arising from any reason whatsoever, including but not limited to personal injury, property damages, loss of profits, loss of production, recall or any other losses, expenses or liabilities allegedly occasioned by the work performed on the part of the Seller. No agent or representative is authorized to alter the conditions, except in writing duly signed by an officer of the Seller. The Seller's services and work are expressly limited to the terms and conditions contained on the face and back of the Seller's quotation, purchase order, sale acknowledgement or other forms. Any different or additional terms contained in any of the Buyer's forms are hereby deemed to be a material alteration and notice of objection to them is hereby given.

BEFORE ISSUING A PURCHASE ORDER TO BENNETT HEAT TREATING AND BRAZING VERIFY THAT WE APPEAR ON THE END-USER, DESIGN AUTHORITY OR PRIME CONTRACTOR APPROVED SUPPLIER OR VENDOR LIST FOR THE PROCESS REQUIRED.

PLEASE REFERENCE QUOTE NUMBER ON THE PURCHASE ORDER. IF THE APPLICABLE QUOTATION IS EXPIRED WE RESERVE THE RIGHT TO UPDATE ACCORDINGLY

PLEASE IDENTIFY THE PRIME OR END-USER, ITAR REQUIREMENT, IF THE ORDER CONTAINS CONTROLLED UNCLASSIFIED INFORMATION AND AIRCRAFT MODEL (AS APPLICABLE) ON ALL PURCHASE ORDERS

WHEN BENNETT HEAT TREATING AND BRAZING IS CONTRACTED TO PERFORM HEAT TREATMENT TO INDUSTRY MATERIAL SPECIFCATIONS(ASTM, AMS, ETC), OFTEN THERE ARE MANY REQUIRED TESTS THAT MAY OR MAY NOT BE REQUIRED BY THE END USER SUCH AS GRAIN SIZE, CHEMISTRY, STRESS RUPTURE, TENSILE TEST, ETC. PLEASE CONFIRM WHICH TESTS ARE NECESSARY TO FULFILL YOUR CONTRACT. UNLESS SPECIFICALLY REQUESTED TO PERFORM SUCH TESTS VIA PURCHASE ORDER, WE WILL ONLY PERFORM & CERTIFY THERMAL CYCLE AND HARDNESS IF REQUIRED.

WHEN BENNETT HEAT TREATING AND BRAZING IS CONTRACTED TO PERFORM HEAT TREATING TO ANY AEROSPACE, DEFENSE, OR MILITARY SPECIFICATION INVOKED ON PURCHASING DOCUMENTS PYROMETRY SHALL BE PERFORMED IN ACCORDANCE WITH AMS 2750.

BENNETT HEAT TREATING AND BRAZING SHALL NOT BE HELD RESPONSIBLE FOR LOST OR DAMAGED ITEMS AS A RESULT OF A THIRD PARTY SHIPPING COMPANY. (UPS, FED-EX, ETC)

IF BENNETT HEAT TREATING AND BRAZING HANDLES COPPER PLATING OR STRIPPING, WE ASSUME NO LIABILITY FOR IMPROPERLY PLATED PARTS, DAMAGE FROM STRIPPING, ETC. WE ENCOURAGE OUR CUSTOMERS TO HANDLE THE PLATING AND STRIPPING OF THEIR PARTS.