



TERMS AND CONDITIONS

UCT Coatings, Inc. Standard Terms and Conditions of Sale

1. We warrant that processing and finishing shall meet customer's specifications supplied in writing with the order and that such processing and finishing shall be free from defect in material and workmanship. If the customer specifies methods and procedures to be followed, we will assume no responsibility for the correctness of such methods and procedures, or the result when they are followed. If there are no specifications provided and no print provided, we will assume no responsibilities for misinformation provided at time of order. UCT Coatings may contact client for written clarification if there is a discrepancy with the specifications on the purchase order and/or print. The warranties of merchantability and fitness for a particular purpose are hereby expressly made non-applicable. Compensation will only be given in the form of credit towards future processing.
2. If we are given detailed instructions as to the processes and/or treatments to be performed, UCT Coatings' responsibilities shall be limited to carrying out those instructions. Type of material, tolerances and specifications for processing and/or treatments shall be declared in writing prior to processing and shall specify all processes (including required preparation) which you require UCT Coatings to perform.
3. Our Liability for any cause is limited to the cost of direct labor and material of product loss or directly damaged by our processing or three times (3X) our processing charges on such material, whichever is less.
4. No claim for shortage in weight or count will be allowed unless made in writing and presented or mailed within ten (10) working days after receipt of materials by the customer, or the customer's consignee, provided however, a shrinkage of quantity in processing of five percent (5%) bulk, and two percent (2%) all other processes, shall be allowed without charge or liability.
5. Any material found, that UCT Coatings agrees has been improperly processed, will be furnished without charge provided that:
 - a) Notice of defect is given in writing within ten (10) days from the date of delivery.
 - b) That we are given the opportunity to inspect the material or merchandise prior to return.
 - c) That materials returned are in the same condition as when originally delivered by us. Processing or assembly of any such rejects by you or any other party shall constitute a waiver of any liability on our part
6. We assume no liability for any loss or damage to material while in transit to or from our facility, whether in vehicle owned by the customer, UCT Coatings or any third party acting in our or the customer's behalf. Any claims for damage will need to be made directly with freight forwarder.
7. In the event that results of metal finishing operations are unsatisfactory due to metal imperfections, changes in grade or composition of materials, manufacturing and/or fabrication imperfections, usage for which the plating or other finishing operation was not reasonably designed, and similar variables over which we have no control, the customer will be required to pay the contracted amount of the finishing operation performed.
8. We reserve the right to reject work, or to make an extra charge for finishing any base metal below standard cleanliness and surface finish conditions.

9. We shall not under any circumstances be considered as an insurer of customer's material and shall not be liable, regardless of cause, for loss by fire, explosion, theft, pilferage, vandalism, casualty or acts of God while such material is in our possession. The provisions of this section may be altered or modified by separate written agreement and any liability we assume will be covered by a separate charge for such coverage.

10. Quotations are open for acceptance sixty (60) days from issuance. After sixty (60) days, prices and terms are subject to change without notice, unless otherwise specified. Quotations are based on drawings and/or images supplied by customer. Pricing and/or turnaround is subject to change upon receiving parts. All quotations, orders, agreements and modifications must be made in writing. Oral quotations, orders, agreements, and modifications must be made in writing. All shipping and freight charges are the responsibility of the customer. All orders are FOB Palm City, Florida.

11. We cannot be held responsible for any and all occurrences beyond our control. Including but not limited to strikes or boycotts (whether occurring at our facility, your facility, the facility of any supplier, either of the customer or ourselves, or elsewhere), accident, theft, fire, war, shortage of materials or equipment, casualty, acts of God, and we shall not be liable for failure to perform any agreement for such causes.

12. A quotation is limited to the specific processes and treatments quoted herein. Processes and treatments not specifically quoted herein will not be provided even if such processes and treatments are referenced in general specifications set forth herein unless this quotation is modified in writing to specifically quote such additional processes and treatments and the changes therefore.

13. For special or experimental processing and finishing, our charges are not contingent upon the success of that work or the benefit derived by the customer.

14. Special tools, racks and fixtures required for the performance of the work described herein designated and built by us shall be and remain our property whether or not customer is charged for time and/or material in connection herewith.

15. The customer agrees not to use or disclose any information to a third party that it now has or may acquire concerning racking, fixturing, chemical processes, masking, or other operations we use in our metal finishing.

16. In the event of customer's cancellation of order, the customer shall reimburse us for the work completed and work in process and for tooling and engineering expenses incurred in connection with such order.

17. All customer materials in our possession shall be subject to a general lien for all monies owed us by the customer, whether or not due or payable, or whether or not such monies are owed us for work, labor, or services rendered, or materials or equipment used in connection with such material.

18. Rack marks will be permissible and unless specifically directed otherwise are left up to UCT Coatings' discretion as to the number, size, and location. Customers will be notified regarding specific processing issues, such as bleed-out from threaded blind holes. UCT Coatings will make recommendations regarding masking but will not be held liable for a non-conforming product.

19. During storage and transportation of customer parts, customer's packaging materials and containers used for delivery to us shall be used and any damage resulting from such packaging or containers shall be at the customer's risk. Should customers desire other packaging or containers, we will charge for material and handling and will provide such service upon receipt of written order.

20. Ship dates are approximate and UCT Coatings will not be liable for any delay in shipment for any reason.

21. We reserve the right to make partial or installment deliveries, for which the customer shall pay at the contract price.

- 22.** Invoices unpaid on due date shall be considered delinquent and thereafter subject to a FINANCE CHARGE computed by a single monthly rate of one and one-half percent (1.5%) computed on the delinquent balance until the account is paid in full.
- 23.** All customer merchandise in our possession shall be subject to a general lien for all monies owed to us for work, labor or service rendered, or materials or equipment used in connection with such merchandise.
- 24.** All applicable taxes and/or government charges regarding any order are the responsibility of the buyer.
- 25.** The provisions of the Uniform Commercial Code shall govern unless these Terms and Conditions provide to the contrary. All interpretation of the terms of the transaction between the parties shall be governed and construed in accordance with the laws of the State of Florida.
- 26.** The provisions hereof constitute the entire agreement between the parties. Any changes, alterations, waivers, or modifications with respect either to the job performed or the terms of sale, or any other matter set forth herein must be in writing and signed by a duly authorized representative of our company. These terms and conditions shall apply to this and any future order or agreement for the processing of any materials.
- 27.** The Terms and Conditions listed in this document are subject to change without notice.
- 28.** The Terms and Conditions listed in this document and are consistent with industry standards as determined by the National Association of Metal Finishers.
- 29.** Supplier requirement: PRODUCT SERVICE CONFORMITY, SAFETY, AND ETHICAL BEHAVIOR:
By acceptance of this purchase order, the supplier acknowledges their awareness of their contributions to product and service conformity, product safety and ethical behavior listed in a) b) & c) below and shall communicate this information and requirements to all employees within the organization that have an impact on product conformity.
- a) The materials supplied under this purchase order will be used in aerospace products.
 - b) The materials supplied under this purchase order have safety impacts on the final products produced.
 - c) The materials supplied under this purchase order must be produced at the highest possible standards of responsible, sustainable and socially aware business practice.