

Terms and Conditions:

All work is accepted subject to the following conditions:

It is recognized that even after employing all best practices and scientific methods known to us, hazards still remain in metal treating. Therefore, our liability shall not exceed twice the amount of our charges for the work done on any material (first to reimburse for the charges and second to compensate in the amount of the charges), except by written agreement entitled "Modification To Terms and Conditions" signed by an officer or by a designated representative of the metal treater. The customer, by contracting for metal treatment, agrees to accept the limits of liability as expressed in this statement to the exclusion of any and all provisions as to liability on the customer's own invoices, purchase orders or other documents.

If the customer desires his own provisions as to liability to supersede the metal treater's and therefore go into force and effect, this must be expressly agreed to in advance in writing entitled "Substitution Of Liability Provisions," signed by an officer of the metal treater. In such event, a different charge for our services, reflecting the higher risk to the metal treater, shall be determined by the metal treater and reflected in the express writing.

There are no warranties which extend beyond the description on the face hereof. Materials are sold as is and with all faults. Specifically, Accurate Steel Treating, Inc. 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 of any other such obligation on the part of the metal treater. No claims for shortage in weight or count will be entertained unless presented within five (5) working days after receipt of materials by customer. 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/machining. Whenever we are given material with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions. Failure by a customer 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. Customer agrees there will be no liability of the metal treater in contract or tort (including negligence and strict liability action) for any special, indirect or consequential damages arising from any reason whatsoever, including but not limited to personal injury, property damage, 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 metal treater. It shall be the duty of the customer to inspect the merchandise immediately upon its return, and in any event claims must be reported prior to the time that any further processing, assembling or any other work is undertaken. **Our liability to our customers shall cease once any further processing, assembly, or any other work has been undertaken on said material.**

As a matter of convenience to our customers we send quotations using email technology. The acceptance of email quotes assumes acceptance of Accurate Steel Treating, Inc. Terms and Conditions. California law is controlling and exclusively applies to the interpretation of the Terms and Conditions.