

SOLAR ATMOSPHERES OF MICHIGAN, INC. TERMS OF SALE

Definitions

- A. BUYER is the person and/or entity purchasing the GOODS and/or SERVICES described in the SOLAR \$ 7 0 2 6 3 + (5 (0) MICHIGAN , 1 & 4 8 6 2 7 \$ 7 , 2 1
- B. SELLER is defined as SOLAR ATMOSPHERES OF MICHIGAN, INC., the metal treater, providing the GOODS and/or SERVICES described in the QUOTATION.
- C. GOODS include, but are not limited to, manufactured subassemblies, materials and/or products.
- D. SERVICES include processing, but are not limited to, thermal processing, blasting with abrasive material, material and component testing, material transportation, and furnace repairs related to BUYER owned material and/or equipment.
- E. SERVICED MATERIAL is BUY D,,

12. Limited Warranty – Limitation of Liability And Remedies

BUYER OF SERVICES, INCLUDING THE METAL TREATING SERVICES DEFINED HEREIN, AND/OR GOODS RECOGNIZES THAT EVEN AFTER EMPLOYING ALL OF THE SCIENTIFIC METHODS KNOWN TO SELLER, HAZARDS STILL REMAIN IN METAL TREATING. BUYER THEREFORE AGREES THAT SE// (5@6 /, \$%, /, 7 < \$ 1' REIMBURSEMENT TO BUYER SHALL NOT EXCEED TWICE THE AMOUNT OF THE CHARGES FOR THE WORK PERFORMED ON ANY MATERIAL, GOODS OR SERVICED MATERIAL. BUYER AGREES AND UNDERSTANDS THAT THIS LIMITATION OF LIABILITY IS NOT AN EXCULPATORY CLAUSE. THIS IS INTENDED TO REIMBURSE BUYER FOR THE CHARGES AND TO FULLY COMPENSATE BUYER IN THE AMOUNT OF THE CHARGES. THIS TERM APPLIES TO ALL WORK PERFORMED BY SELLER EXCEPT WHERE OTHERWISE AGREED TO IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED OFFICER OF SELLER BEFORE WORK ON SERVICED MATERIAL IS STARTED OR SERVICES HAVE BEEN PROVIDED.

BUYER, BY CONTRACTING FOR METAL TREATING AND/OR OTHER SERVICES, AGREES TO ACCEPT THE LIMITS OF LIABILITY AS EXPRESSED IN THIS STATEMENT TO THE EXCLUSION OF ANY AND ALL OTHER PROVISIONS \$ 6 72 /, \$%, /, 7 < 7 + \$ 7 0 \$ < % (6 (7) 257 + , 1 % 8 < (5 @ 6 2 : 1 , 192 , & (6 385 & + \$ 6 (25 ' (56 25 27 + (5 DOCUMENTS. IF BUYER PROPOSES ANY ADDITIONAL LIABILITY, BUYER UNDERSTANDS THAT A DIFFERENT CHARGE FOR SERVICES MUST BE AGREED ON, REFLECTING THE HIGHER RISK TO SELLER AND THAT NO WORK WILL BE STARTED UNTIL BOTH SELLER AND BUYER HAVE SIGNED AN AGREEMENT SETTING FORTH THE NEW CHARGES AND TERMS OF LIABILITY. OTHERWISE, THE TERMS SET FORTH HEREIN ARE BINDING ON BUYER.

IT IS AGREED BY BUYER AND SELLER THAT THE INABILITY TO DISCOVER A DEFECT WITHIN A REASONABLE PERIOD OF TIME AFTER THE RECEIPT OF A SHIPMENT OF HEAT TREATED MATERIAL AND/OR OTHER SERVICED MATERIAL, NOT TO EXCEED FIVE (5) BUSINESS DAYS, WILL NOT VOID THE LIMITATION OF LIABILITY CON 7 \$, 1 (' , 1 7 + , 6 \$ * 5 ((0 (17 . 7 . 6 % 8 < (5 @ 6 2 % / , * \$ 7 , 21 72 127 ,) < 6 (/ / (5 ,) , 7 ' 2 (6 127 \$ * 5 ((72 THE LIMITATION OF LIABILITY CONTAINED HEREIN AND A FAILURE ON THE PART OF BUYER TO DO SO IN WRITING BEFORE WORK AND SERVICES START WILL BE DEEMED ACCEPTANCE OF THIS LIMITATION OF LIABILITY.

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 CAPABILITIES OF THE MATERIAL, SERVICED MATERIAL AND/OR GOODS AS HEAT TREATED OR SERVICED BY OTHER METHODS. THE AFOREMENTIONED LIMITATION OF LIABILITY AS 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 SELLER. THE ABUSE OR MISUSE OF ANY SERVICED MATERIAL OR GOODS (INCLUDING VACUUM FURNACES) BY BUYER VOIDS THIS WARRANTY AND RELEASES SELLER FROM ALL LIABILITY AND RESPONSIBILITY UNDER THESE TERMS OF SALE.

6 (/ / (5 @ 6 / , \$ % , / , 7 < 7 2 SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLY OR ANY OTHER WORK HAS BEEN UNDERTAKEN BY BUYER OR ANY THIRD PARTY.

FAILURE BY BUYER TO INDICATE PLAINLY AND CORRECTLY THE KIND OF MATERIAL (E.G. PROPER ALLOY DESIGNATION) TO BE PROCESSED, 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 BUYER PROVIDES SPECIFICATIONS FOR THE PROCESS OR SERVICES TO BE PROVIDED, MAKES CHANGES IN THE KIND OF MATERIALS (E.G. PROPER ALLOY DESIGNATION) TO BE PROCESSED, OR CHANGES THE PROCESS TO BE USED, 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 BUYER.