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TERMS AND CONDITIONS

The following Conditions will govern all work done by Reid Metal Finishing. All work delivered to Reid Metal Finishing for processing will be deemed contracted for and subject to the following terms and conditions:

- 1. Whenever we are given material with detailed instructions as to treatment, our responsibility shall end with the carrying out of these instructions. The type of material, tolerances and specifications for processing shall be declared in writing prior to our processing.
- 2. Our liability, for any claim, is limited to the cost of direct labor and material of the product directly damaged by our processing or three times our processing charges on such material, whichever is the lesser. The charge of service is based on this policy limiting our liability.
- 3. We will assume liability greater than that outlined in paragraph (2.) above only when so agreed in writing by us. If we assume liability greater than that outlined in paragraph (2.) there will be a higher charge for our services. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- **4.** Parts, material, etc., as processed by us are presumed to be accepted as satisfactory by you if we are not notified of damage, shortages, or other discrepancies within five working days of your receipt of the same.
- 5. Where operations or processes performed by us are in the nature of "salvaging" parts or material, the work is accepted on a "best effort" basis and no liability is attached to us unless previously agreed upon in writing prior to performing any services on the job.
- **6.** The customer will be required to pay the contracted amount for the finishing operations performed if the results of metal finishing operations are unsatisfactory due to the following: Metal imperfections, changes in grade or composition of materials, manufacturing and/or fabrication imperfections, usage for which the plating or other finishing operations was not reasonably designed, and similar variables of which we have no control.
- 7. Reid Metal Finishing will not be responsible for any unclaimed parts and/or materials left over 90 days.
- **8.** Environmental compliance has a major impact on our operating costs. An Environmental "Surcharge" is applied to the invoice in addition to the minimum charge and/or quoted/established cost. (Unless otherwise agreed in writing) The environmental expense is an additional charge and listed on the RMF Invoice.
- 9. All orders are C.O.D. until credit information is received. Credit terms will then be established based on three (3) credit responses and the sole discretion of the Reid Metal Finishing's Accounting department and/or Officers.
- 10. Effective 03/31/2025, Credit terms are Net 30 unless otherwise negotiated in writing. Maximum credit terms extended are Net 45. All Payments Due 30 days net unless otherwise agreed in writing. Amounts unpaid and past due after 30 days may be assessed interest at the rate of 3% per month, or the maximum allowed by law, whichever is higher. All Discrepancies must be conveyed in writing within 15 days of the invoice date. All Credits are valid for 6 months ONLY. All "Additional Charges" are itemized on the RMF Invoice. In the event an attorney is retained to enforce or interpret the terms of this credit agreement, the undersigned agrees to pay reasonable costs, including attorney fees, whether or not litigation has commenced.

By placing an order with Reid Metal Finishing you are acknowledging and accepting the terms and conditions which can be found on www.rmfusa.com, unless a written waiver or variance, signed by an officer of Reid Metal Finishing has been obtained in advance.

The above Terms and Conditions are applicable to ALL orders received or processed by Electrode Technologies, Inc. dba Reid Metal Finishing.