



INTERNATIONAL FINISHING CORP.

2223 S Dixie Dr | Dayton, Oh 45409 | Office - 937-293-3340 | Infinico.com

FINISHING & DEBURRING | PARTS CLEANING | WASTE WATER TREATMENT | SHOT BLASTING | ABRASIVES & CHEMISTRY

International Finishing, LLC - STANDARD TERMS AND CONDITIONS OF SALE (CUSTOMERS)

1. Formation of Contract. The terms set forth in this document are the sole terms for the sale of goods and services by Seller, unless otherwise specifically provided for by Seller in this document, and shall apply to the exclusion of any inconsistent or additional terms contained in Buyer's order or acknowledgment or otherwise proposed by Buyer. Buyer's acceptance of these terms shall be conclusively presumed by Buyer's signature on this document or by Buyer's submission of a purchase order in response to this document. Any contract made for the sale of goods or services by Seller is expressly conditional on Buyer's assent to the terms stated in this document. Seller objects to any additional or inconsistent terms proposed by Buyer.

2. Price. The quoted price does not include applicable taxes such as city, state or federal, sales, use, or excise taxes. All taxes and charges shall be Buyer's responsibility and may be added to the invoice as a separate and additional charge to Buyer unless an acceptable exemption certificate is presented to Seller. The price quoted by Seller shall be subject to any increases in Seller's cost of labor or materials occurring after the date of this quotation and before shipment. Unless otherwise indicated, all quoted prices are EX Works, Seller's plant.

3. Delivery. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Subject to the foregoing, Seller shall in good faith endeavor to meet estimated delivery dates.

4. Warranty. The below warranty only applies to Machinery. Seller does NOT provide a warranty on Consumables. Seller warrants to the original Buyer that the goods manufactured by Seller shall be free under normal use from defects in material or workmanship, except for normal wear and tear, for a reasonable period of time not to exceed twelve (12) months from the date of installation with a maximum of 2000 working hours excluding labor related expenses. This warranty does not extend to future performance. Notwithstanding the foregoing, if the goods are specially designed for Buyer, the sole responsibility of Seller is to manufacture goods based on materials supplied by Buyer, process test results and process development requirements submitted by Buyer, which have been agreed to and approved by Seller. Seller's obligation under its warranty is limited to Seller's repair or replacement, at Seller's sole discretion, of those goods sold by Seller to Buyer that do not satisfy this warranty, provided that written notice of the defect is given to Seller by Buyer within thirty (30) days after the defect is discovered. The determination of whether a defect exists shall be made solely by Seller. Buyer shall not return any goods to Seller until Seller has been provided a reasonable opportunity to inspect and sample the goods at Buyer's premises to determine whether a defect exists and whether the goods should be repaired or replaced. Any shipping cost for returning defective goods shall be paid by Seller. This Warranty shall not cover any article that has been misused, neglected, damaged or altered after leaving Seller's possession.



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5. DISCLAIMER. NOTWITHSTANDING ANY OTHER PROVISION IN THIS DOCUMENT, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALSO DISCLAIMS AND EXCLUDES ALL LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR ANY OTHER SPECIAL DAMAGES OF BUYER, INCLUDING LOST PROFITS, FOR BREACH OF WARRANTY OR OF CONTRACT OR OTHERWISE. THE WARRANTY PROVIDED IN THIS DOCUMENT IS THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER FOR ANY NON-CONFORMING GOODS.

6. Limitation of Liability. Seller's liability on any claim of any kind, including negligence, strict or product liability, or breach of warranty or contract, for any loss or damage arising out of or connected with this document, or the performance or breach thereof, or the manufacture, sale or use of the goods or services furnished hereunder shall in no case exceed the price allocable to such goods or services which gives rise to the claim, and shall not include any liability for any consequential, incidental or special damages.

7. Indemnification. BUYER AGREES TO INDEMNIFY AND HOLD SELLER, ITS AGENTS AND EMPLOYEES, HARMLESS from all claims and causes of action brought against Seller, its agents or employees and from all damages, losses, expenses, attorneys' fees, costs and liabilities sustained by Seller, its agents or employees arising out of any claimed defect in the goods and services supplied by Seller and any claimed improper manufacture, design, design drawings, specifications, materials or repairs provided by Seller pursuant to this document. BUYER'S OBLIGATION UNDER THIS PARAGRAPH SHALL INCLUDE THE OBLIGATION TO INDEMNIFY AND HOLD SELLER, its agents AND employees HARMLESS FOR SELLER'S NEGLIGENCE, WHETHER ACTIVE, PASSIVE, CONCURRENT OR OTHERWISE, IN THE PERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS DOCUMENT.

8. Cancellation or Change. Except as otherwise agreed by Seller in writing, a sale of goods or services under this document is not subject to cancellation or change. If Seller agrees in writing to cancellation, Buyer shall pay termination charges based upon actual expenses and costs incurred in the production of the good or service to the date such termination is accepted by Seller plus a reasonable profit, except that any good or service completed on or prior to Seller's acceptance of such termination shall be accepted and paid for in full by Buyer. Any goods returned to Seller shall be subject to a reasonable charge to cover Seller's cost of handling, restocking, and reconditioning the goods to return them to saleable condition.

9. Delay and Failure to Deliver. Seller shall not be liable in any respect for failure to ship or for delay in shipment where the failure or delay is due in whole or in part to shortage or curtailment of material, labor, transportation or utility services, or to any labor or production difficulty in Seller's plant or those of its suppliers, or to any cause beyond Seller's control.



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10. Time for Bringing Action. Any action for breach of the terms contained herein must be commenced within two (2) years after the cause of action has accrued.

11. Applicable Law. This document shall be governed by the Uniform Commercial Code as adopted in the State of Michigan and effective on the date of this Agreement.

12. Entire Agreement. THERE ARE NO OTHER AGREEMENTS, WARRANTIES, TERMS OR CONDITIONS RELATING TO THE GOODS OR SERVICES TO BE PROVIDED UNDER THIS DOCUMENT.

13. Security Interest. Buyer grants to Seller a purchase money security interest in the goods and all additions, replacements and substitutions therefore and the proceeds and products of the foregoing to secure payment of all indebtedness of Buyer to Seller, including the purchase price. Buyer authorizes Seller to file financing statements evidencing the security interest.