

## Terms and Conditions

The following Conditions will govern all work done by Superior Processing. All work delivered to Superior Processing 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 the metal finishing or other processes required, our responsibility shall end with the carrying out of these instructions. The type of material, tolerances and industry or customer specifications for processing shall be declared in writing prior to our processing. Any changes to the original requirements shall be in writing (email is acceptable).
- 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. Boards, material, etc., as processed by us are presumed to be accepted as satisfactory by you if we are not notified of damages, 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, rework, or repair" 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 additional 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, Printed Circuit Board 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. Superior Processing will not be responsible for any unclaimed parts and/or materials left over 90 days.
- 8. 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 Superior Processing's accounting department and/or Officers.
- 9. Effective 03/31/2025, Credit terms will be Net 30 unless otherwise negotiated in writing. All Payments Due 30 days net unless otherwise agreed in writing. All Discrepancies must be conveyed in writing within 15 days. All Credits are valid for 6 months ONLY. All "Additional Charges" are itemized on the Superior Processing 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 litigation has commenced.

By placing an order with Superior Processing you are acknowledging and accepting the terms and conditions which can be found on <u>www.superior-processing.com</u>, unless a written waiver or variance signed by an officer of Superior Processing has been obtained in advance.

## The above Terms and Conditions are applicable to ALL orders received and processed by Superior Processing Inc.