

## American Finishing Resources, LLC. Terms and Conditions

**1. Controlling Provisions:** No terms and conditions other than the terms and conditions herein shall be binding upon American Finishing Resources, LLC (AFR) unless accepted by it in a writing signed by a representative of AFR. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on AFR, whether or not they would materially alter this document, and AFR hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services described herein are shipped or an invoice is presented in connection with the said goods and/or services.

**2. Terms:** Unless otherwise stated on the face of the quotation, terms are net 30 days. All past due amounts are subject to service charges at the maximum rate permitted.

**3. Remedies of AFR:** Upon default by Buyer, Buyer agrees to reimburse AFR all attorney fees and court costs incurred by AFR in connection therewith. Buyer agrees that any of the following shall constitute an event of default, which shall enable AFR, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by AFR or (f) if AFR, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. All rights and remedies of AFR herein are in addition to, and shall not exclude, any rights or remedies that AFR may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorney's fees, will be added to the balance due and Buyer shall pay all such charges.

**4. Typographical Errors:** AFR reserves the right to correct any typographical, stenographical or clerical errors.

**5. Delays In Shipment:** AFR shall not be liable to Buyer for any damages claimed to have resulted from any delay in delivery of Goods unless time of delivery is expressly stated herein to be of the essence.

**6. Containers:** During transportation and storage of your products, we may use your delivery containers, and any damage resulting from the use of such containers shall be at your risk. Should you desire other packaging or containers, we will charge for material and handling and will provide such service upon receipt of your written order therefore.

**7. Rust Inhibitor:** AFR uses an oil free, dry film rust inhibitor, unless otherwise stated in the quotation. The dry film rust inhibitor is easily removed in the first stage of the buyer's washer, thus washer chemicals should not be contaminated. AFR recommends that the parts be washed in a seven-stage washer prior to coating.

**8. Substrate:** Buyer must notify AFR prior to parts arrival at AFR plant if the substrate is something other than normal

carbon steel (i.e.: aluminum, chrome plated, zinc plated, galvanized, alumi-coated steel, brass, plastic, etc.) The Buyer must also call out on the packing slip if parts substrate is something other than normal carbon steel. AFR does not and cannot assume responsibility for determination of the physical properties of Buyer's parts.

**9. Thermal Process:** If parts are cleaned through a thermal process, parts may be exposed to temperatures in excess of 750° Fahrenheit. Exposure to these temperatures may result in distortion of the part or related metal stress relief changes during or after the process. AFR does not and cannot assume responsibility for determining whether or not Buyer's parts can withstand these temperatures without causing damage to the parts.

**10. Warranty:** AFR is a salvage operation for reclaiming production and non-production parts. As a result, AFR makes no warranty, either expressed or implied, regarding the suitability, usability, durability, and/or ultimate customer satisfaction with regard to the parts cleaned in any AFR process.

**11. Miscellaneous:** The contract for the sale of the Goods shall be governed by the laws of the State of Wisconsin (regardless of the laws that might be applicable under principles of conflicts of law). If any of the provisions hereof shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. No right or interest in the contract arising from this document shall be assigned by Buyer and no delegation of any obligation owed by Buyer shall be made without the prior written permission of AFR. The individual rights and remedies of AFR reserved herein shall be cumulative and in addition to any other rights or remedies provided by law or in equity. Waiver by AFR of performance or breach of any provision hereof by Buyer, or failure of AFR to enforce any provision hereof which may establish a defense of limitation of liability, shall not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision shall remain in full force and effect as written. Any action concerning, relating to or involving the contract between Buyer and AFR must be venued in Calumet County, Wisconsin and the parties hereby irrevocably consent to the jurisdiction of the courts in Calumet County, Wisconsin.

**12. Indemnification:** The customer shall indemnify and hold harmless American Finishing Resources, LLC, its officers, agents, and employees from and against any and all claims, damages, losses, expenses, including attorney's fees which arise out of or result from the goods and service provided by American Finishing Resources, LLC. This indemnification provision applies to any claim for property damage and/or bodily injury, and protects American Finishing Resources, LLC regardless of whether or not the damage was caused, in whole or in part, by American Finishing Resources, LLC. Customer further agrees to pay all court costs and attorney's fees incurred by American Finishing Resources, LLC in enforcing this indemnification agreement.

**13. Certification Process:** The customer is obligated to notify and provide certification to AFR prior to customer's initial shipment that the products delivered do not contain hazardous materials that would result in the generation of any hazardous residual or air emissions, nor would they be deemed hazardous or have a concentration above regulated levels to an AFR associate.