

5801 Denton Highway • Fort Worth, Texas 76148
Tel.: (817) 788-8511 • Fax: (817) 788-8213

Standard Terms and Conditions of Sale:

It is generally recognized that even after employing all the science known to our industry and using capable people with years of training, there still remain variables in the heat treating and non-destructive testing fields. Therefore, in order to avoid misunderstandings, Central Texas Heat Treating & Testing, Inc. has adopted the following Terms and Conditions as the custom and usage of the trade.

1. We warrant that processing shall meet customer's specifications supplied in writing with the order. If the customer specifies methods and procedures to be followed, we will assume no responsibility for the correctness of such methods and procedures or the result when they are followed.
2. Our liability for any cause is limited to the cost of direct labor and material of product lost or directly damaged by our processing or by two times our processing charges on such material, whichever is the lesser. Our charges are based on the limited liability policy.
3. No claim for shortage will be allowed unless made in writing and presented within ten (10) working days after receipt of materials by the customer's consignee.
4. Any material found, upon our inspection, to be improperly processed by us will be re-processed without charge provided that:
 - a. Notice of defect is given in writing within ten (10) days from the date of delivery
 - b. That we are given the opportunity to inspect the material or merchandise prior to return
 - c. That materials returned are in the same condition as when originally delivered by us
 - d. Processing or assembly of any such rejects by you or any other party shall constitute a waiver of any liability on our part
5. We assume no liability for any loss or damage while in transit to or from our facility, whether in a vehicle owned by the customer, Central Texas Heat Treating, or any third party acting in our or the customer's behalf.
6. We reserve the right, at our opinion, to reject work or to make an extra charge for processing any below standard cleanliness and surface finish conditions.
7. We shall not under any circumstances be considered as an insurer of customer's material and shall not be liable, regardless of cause, for loss by fire, explosion, theft, pilferage, vandalism, casualty or acts of God while such material is in our possession. The provisions of this section may be altered or modified by separate written agreement and any liability we assume will be covered by a separate charge for such coverage.
8. Quotations are open for acceptance for sixty (60) days from issuance. After sixty (60) days, prices and terms are subject to change without notice. All quotations must be in writing; oral quotes are not acceptable and will not be honored.
9. All quotations, orders, or agreements, or modifications thereof, are contingent upon and subject to any and all occurrences beyond our control, including but not limited to strikes or boycotts (whether occurring at our facility, your facility, the facility of any supplier, either of the customer or ourselves, or elsewhere), accident, theft, fire, war, shortage of materials or equipment, casualty, or acts of God, and we shall not be liable for failure to perform any agreement for such causes. All quotations, orders, agreements and modifications must be made in writing. Oral quotations, orders, agreements, and modifications are not acceptable and will not be honored.

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- 10.** This quotation is limited to the specific processes and treatments quoted herein. Processes and treatments not specifically quoted herein will not be provided even if such processes and treatments are referenced in general specifications set forth herein unless this quotation is modified in writing to specifically quote such additional processes and treatments and the changes therefore. You acknowledge that unless specifically set forth in your purchase order and/or specifications Central Texas Heat Treating does not know the handling, manufacturing, and processing history of the parts and material provided to Central Texas Heat Treating for processing and treatments and Central Texas Heat Treating is not responsible for the omission of pretreatment processes such as cleaning, grit blasting, stress relieving, etc. unless such pretreatment processes are specifically quoted herein.
- 11.** If Central Texas Heat Treating is given detailed instructions as to the processes and/or treatments to be performed, Central Texas Heat Treating's responsibility shall be limited to carrying out those instructions. Type of material, tolerances, and specifications for processing and/or treatment shall be declared in writing prior to Central Texas Heat Treating's processing and shall specify all processes (including required preparation) which you require Central Texas Heat Treating to perform.
- 12.** Special tools, racks, and fixtures required for the performance of the work herein described which have been designed and/or built by Central Texas Heat Treating shall remain our property whether or not the customer is charged with time and/or material in connection therewith.
- 13.** The customer agrees not to use or disclose information concerning racking, fixturing, chemical processes or procedures we use in our metal processing. If the customer violates the terms herein provided, the customer shall pay the seller damages. If the damages cannot be adequately determined the minimum amount of damages is understood to be \$100,000.00.
- 14.** In the event of customer's cancellation of order, the customer shall reimburse us for the work completed, work in process, and any other expenses incurred in connection with such order.
- 15.** All customers' material in our possession shall be subject to a general lien for all monies owed us by the customer, whether or not due or payable, or whether or not such monies are owed for work, labor, services rendered, or materials and/or equipment used in connection with such material.
- 16.** During storage and transportation of customer's material, customer's containers used for delivery to Central Texas Heat Treating shall be used for reshipment.