

METALS TECHNOLOGY CORPORATION
STATEMENT OF LIMITED LIABILITY

YOUR ORDER IS ACCEPTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS WHICH ARE GENERALLY ADOPTED BY THE METAL TREATING INDUSTRY:

It is recognized that even after employing all the scientific methods known to Metals Technology Corporation ("MTC"), hazards remain in metal heat treating and material handling. Therefore:

#1. MTC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY OF THE PARTS OR THE FITNESS OF THE PARTS FOR A PARTICULAR PURPOSE. UPON THEIR RETURN FROM MTC ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

#2. MTC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF PRODUCTION, RECALL, OR ANY OTHER LOSSES, EXPENSES, OR LIABILITIES ALLEGEDLY OCCASIONED BY THE SUBJECT OF THIS ORDER.

#3. MTC LIABILITY FOR ANY CLAIM ARISING OUT OF THE PARTS WHICH ARE THE SUBJECT OF THIS ORDER SHALL NOT EXCEED TWICE THE AMOUNT OF OUR CHARGES FOR THE WORK THAT IS THE SUBJECT OF THIS ORDER.

#4. The customer, by contracting for metal heat treatment from MTC, agrees to accept the limits of liability as expressed in this document to the exclusion of all provisions as to liability documented on the customer's own invoices, purchase orders or other documents. If the customer desires alternative provisions as to liability, they must be agreed to in writing and mutually signed by an officer of MTC and the customer. In such event, an additional charge commensurate with additional risk assumed by MTC, may be assessed.

#5. No claims for shortages in weight or count will be considered unless presented within five (5) days after receipt of materials from MTC. No claim will be allowed for shrinkage, expansion, deformity, or rupture of material in treating or straightening, except by prior written agreement, as stated above, nor in any case for rupture caused by or occurring during subsequent grinding. Whenever we are given material with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions. Failure by a customer to indicate plainly and correctly the kind of material (i.e., proper alloy designation) to be treated, may result in damaging parts or incurring additional charges to rework parts to attain required specification.

#6. IT SHALL BE THE DUTY OF THE CUSTOMER TO INSPECT THE PARTS IMMEDIATELY UPON THEIR RETURN FROM MTC. ADDITIONALLY, MTC SHALL HAVE NO LIABILITY FOR ANY CLAIM MADE SUBSEQUENT TO POST-HEAT TREAT PROCESSING INCLUDING, BUT NOT LIMITED TO, GRINDING, PLATING, ASSEMBLY, ETC.

#7. No agent or representative is authorized to alter the above conditions, except in writing and duly executed by an officer of MTC.

#8. The undersigned agrees to all terms and conditions stated herein.

Company: _____

Signature: _____

Name: _____

Date: _____