

Maryland Metals Processing, Inc.

Terms & Conditions and Limited Warranty Information

This document contains the Terms and Conditions, and Limited Warranty Information, for products and services purchased through Maryland Metals Processing, Inc. (MMP). Customer issuance of PO to 'MMP' acts as acknowledgment of these terms and agreement to be bound by these Terms and Conditions.

1. Terms and Conditions:

a.) Customer's Acceptance of Terms. These Terms and Conditions of Sale constitute the final and entire understanding and agreement between 'MMP' and Customer relating to the goods and/or services provided by seller to customer. Customer's acceptance of the services is expressly conditioned on Customer's acceptance of these Terms and Conditions. Acceptance is limited to these Terms and Conditions, and no different, inconsistent and/or additional terms and conditions submitted by Customer in acknowledging or accepting these Terms and Conditions or in issuing any purchase orders, releases, shipping instructions or other documents in connection with services provided, whether prior to or subsequent, shall modify or amend these Terms and Conditions or be valid or binding against 'MMP', unless specifically accepted by 'MMP' in writing. In the event of any conflict, discrepancy or inconsistency between these Terms and Conditions, and the terms and conditions contained in any document submitted by Customer, these Terms and Conditions shall govern even if Customer's documents expressly limits acceptance to Customer's terms and conditions. No course or pattern of dealings, or conduct between MMP and Customer and no usage of trade shall be relevant to determine the meaning or intent of these Terms and Conditions even though the accepting or acquiescing party has knowledge to the nature of the performance and an opportunity for objection.

b.) Warranty. 'MMP' warrants that products shall be free from defects with respect to MMP's workmanship on that product and shall materially conform to the specifications set forth in the accepted order or applicable quotation at time of delivery. Commercial standards will apply (1) except as hereinafter provided, or (2) unless MMP has received, reviewed and acknowledged in writing acceptance of Customer's own specified tolerances and standards.

c.) Claims. In the event of nonconformity of processing, MMP's sole responsibility shall be, at its sole option and expense (including the expense of freight): (1) to return the material for rework, and removal of any defects, (2) credit the customer's account for replacement cost of the product, without interest, upon return and transfer of ownership of the product to MMP. Material test reports and original purchase invoices must be provided to MMP. Replacement cost shall mean the lower of the customer's cost or the product's fair market value on the date that the claim is submitted. Surcharges on material are subject to the lower price, either at the time of customer's purchase or at the time of claim submission. Customer agrees to accept the reworked material if it can be demonstrated that it meets their specifications.

d.) Freight/Shipping. Claims for shortages or other errors in delivery must be made in writing to MMP within ten (10) days after shipment. Failure to give such notice shall constitute unqualified acceptance of all shipments made prior to MMP's receipt of customer's notice of claim, and shall constitute a waiver of all such claims by Customer. Product damage must be noted by carrier and accepted by MMP, in writing, prior to receipt of signed Bill of Lading. All shipments will be packaged in a manner to protect against normal handling and freight. MMP is not responsible for any damage, or loss of Customer goods, during transit. All claims for loss or damage in transit must be made to the carrier and not to MMP. Detention fees will not be accepted without being given acceptable prior notice, and ability to rectify, while carrier is still onsite.

2. **Limitation of Warranty:** In no event, will MMP, its Officers or Employees be liable for (a) consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses, (including lost profit or opportunity costs), regardless of the form of action, damage, claim, liability, cost, expenses, or loss, whether in contract, statute, tort, (including negligence), or otherwise. (b) any actions, damages, claims, liabilities, cost expenses, or losses in any way arising out of or relating to these terms and conditions for an aggregate amount in excess of the fees set forth in the invoices for the products giving rise to liability.

The warranty provided herein shall not apply:

- a) If customer does not present a claim for breach of warranty by the end of the warranty term, ninety (90) days from date of original shipment.
- b) If customer is in default of any of its obligations to MMP, including without limitation, payment of any amount due hereunder or otherwise.
- c) If product is secondary** (i.e. product that does not have written mill certification as 'prime')
- d) If the defect is present only on the bottom side of finished product. Bottom side will not be guaranteed. **
- e) If product is 25 ga or lighter.**
** Products on all three categories are run on a "reasonable best effort" basis and Customer agrees to accept "as is".
- f) If the product is aluminum, or any material that can rust, or corrode, and Customer does not have it processed within 72 hours of its delivery, picked up within 72 hrs of processing, or found to be water stained after the date it is shipped from MMPs facility.
- g) If the product is received without surface protection of any kind, or processed without surface protection of any kind, material will be considered "reasonable best effort" basis for surface quality. Surface imperfections, of any kind, on such material will not be cause for claim.
- h) If the yield loss does not exceed 3% of the incoming coil delivered to MMP, or if more than 10% of the coil weight has been processed by Customer, or any party other than MMP, without prior authorization from MMP.
- i) If claimed material has been scrapped without prior permission of MMP, or fabricated into finished parts without proper identification. Bad parts must be documented, photographed, tags retained and available for inspection to validate legitimacy of claim.
- j) If returned material has incurred freight damage, MMP is not responsible for such damage or to rework such damage. If material returned to MMP is not properly packaged, and further damage results that cannot be corrected, it will invalidate any claim.
- k) All aluminum is known to be delivered with mill rolling oil. Unless material is ordered as no oil, surface critical, and is indicated as such in the processing instructions, material will be processed as received in regards to residual surface oil, and resulting surface condition.

3. **Disclaimer of Warranties and Limitation of Liabilities:**

THE WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS IS IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED AND/OR STATUTORY, AND ALL SUCH OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEARBY DISCLAIMED. IN NO EVENT SHALL MMP BE LIABLE FOR LOSS OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE EXCEPT AS SPECIFICALLY PROVIDED IN PARAGRAPH'S 1 AND 2.