

O&W Heat Treat, Inc. Standard Terms and Conditions

Revision A 1/4/2007

Purchase orders are accepted and work is performed at O&W Heat Treat, Inc. (the Company) subject to the following terms and conditions (terms and conditions flowed down by customer purchase order will be observed when not in conflict with this document - customer terms and conditions must also be flowed down on all R.Q.'s):

Receiving

Customer drivers (including contracted delivery service drivers) are responsible for ensuring that the correct blueprint/purchase order package is positively attached to the parts/parts container before leaving the building. We will undertake a reasonable effort to ascertain that incoming parts match their accompanying paperwork, whether it is a blueprint, a physical description on the purchase order, tags or other form of identification used by the customer.

We will perform a reasonable incoming inspection for damage and count, but will not be responsible for undetected damage or incorrect counts in as-received orders, nor will we use count as the sole means of verifying part to purchase order traceability. Raw material (bars, blanks etc.) must be identified on the purchase order with easily verifiable dimensions (e.g., OD x length). We will not inspect all incoming orders 100% for count, damage, nicks, dings, etc.

Purchase Orders

Whenever we are given specific, detailed instructions regarding processing, our responsibility shall end with the carrying out of those instructions.

Verbal changes made to purchase orders will be accepted on a temporary basis, but must be followed up with a written amendment to the purchase order.

Purchase orders must document specification/lot number for pre-placed braze alloy - we accept no responsibility for customer supplied pre-placed braze alloy.

Incorrect purchase order instructions and other errors flowed down by the customer, including, but not limited to: incorrect material, specification, hardness requirements, braze alloy, incorrect fixture material, plated fixtures, absent nickel flash, defective nickel flash, etc. shall be the sole responsibility of the customer, and will incur additional charges if additional processing, testing or evaluation is required. The customer shall also be responsible for costs to repair Company equipment damaged or rendered inoperable as a direct result of the incorrect information/error/defect/material, as well as loss of income directly attributable to said incorrect information/error/defect/material.

Delivery

Delivery requirements flowed down by the customer on a purchase order received by O&W Heat Treat, Inc. do not constitute a contractual obligation to comply on the part of O&W unless so agreed upon in writing via a formal quotation or other document. Delivery lead times change on a daily basis, and verbal delivery promises may change due to equipment failures, force majeure, receipt of Government/Defense rated DX/DO high priority orders, prime contractor prioritizations, etc. We will make every effort to satisfy delivery requirements whenever possible, but we will not accept any debit, penalty or liability of any kind owing to late delivery based on unilaterally stipulated delivery requirements on purchase orders.

Shipping / Packaging

O&W Heat Treat, Inc. will make every effort to return material in the packaging supplied; however, damage owing to inadequate customer packaging shall be the sole responsibility of the customer. In instances where customer supplied packaging is clearly damaged, broken, inadequate or otherwise unsuitable to reuse, we will make every effort to return parts in packaging selected to prevent damage, but will not be held liable for any ensuing damage. If necessary, we will contact the customer to obtain proper packaging for parts if we cannot supply suitable packaging.

It is the responsibility of the customer's representative to deliver material to the O&W Receiving bench in a sound, undamaged condition - O&W personnel will assist in this regard as required. Damage to material which results from improper incoming or outgoing handling solely on the part of the customer representative (e.g., parts spilled in driveway) shall be the responsibility of the customer. When picking up completed parts, customer representative signature on the O&W Office Copy shall constitute receipt and acceptance of the correct quantity of parts, in proper packaging. Packaging and count concerns must be addressed before parts leave our facility. We will not accept nonconforming material reports for count or packaging issues once an order has been signed for and has left our facility. We are more than happy to verify counts, and to improve or optimize outgoing packaging, upon request.

Parts drop shipped by O&W Heat Treat, Inc. to third party companies as a professional courtesy will be performed on a best effort basis. O&W Heat Treat, Inc. shall not be held liable for any special, indirect or consequential damages arising from late delivery or other incidents or accidents which may occur in transit. We undertake a reasonable effort to ensure that any customer supplied paperwork intended for said third party company is firmly attached to the parts packaging, but require that the customer follow-up with said third party to verify proper receipt of both parts and correct paperwork.

Liability

It is recognized that even after employing sound metallurgical practice, risks still remain in metallurgical processing. While we will make every effort to minimize heat treat related distortion and excess flow of braze alloy; we cannot control normal metallurgical growth/shrinkage, distortion due to normal relief of machining/manufacturing stresses or normal braze flash/fillet formation. Therefore, our liability shall not exceed the amount of our charges for the work done on the material in question, unless otherwise agreed to in writing by an officer of the Company.

O&W Heat Treat, Inc. shall not be held liable for any special, indirect or consequential damages arising from any reason whatsoever, including, but not limited to, loss of profits, loss of production, loss of material, recall or any other losses, expenses or liabilities allegedly occasioned by the work performed by the Company.

Our liability to our customers shall cease once any further processing, machining, assembling or any other work has been undertaken on the material in question - any claims must be reported prior to that time.

Testing

Any purchase order, B/P, or specification required testing (e.g., tensile testing) HAS NOT been performed at this facility unless explicitly reported in the body of the certification.

Unless otherwise specified, actual number of pieces hardness tested (listed above) conforms to O&W's internal hardness sampling plan, which is based on an AQL of 2.5. The actual number of pieces tested may not conform to the processing specification requirements. It is the customer's responsibility to ensure that the total number of pieces tested meets specification requirements.

Web Page Disclaimer

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