

Organization: USA Heat Treating, Inc.	Title/Subject: ISO-9001 Quality Document	Sub Title: USA Terms and Conditions	Number: 558
Written By: Douglas W. DeLaney	Approved By: Douglas W. DeLaney	Date: 9/1/2017	Revision: 3
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**All Work Is Accepted By USA Heat Treating, Inc. Is Subject To The Following Conditions**

It is recognized that even after employing all the scientific methods known to us, hazards still remain in the heat treating process.

**THEREFORE, THE LIABILITY OF USA HEAT TREATING, INC. SHALL NOT EXCEED TWICE THE AMOUNT OF OUR CHARGES FOR THE WORK DONE ON ANY MATERIAL (FIRST, TO REIMBURSE FOR THE CHARGES AND SECOND, TO COMPENSATE IN THE AMOUNT OF THE CHARGES) EXCEPT BY WRITTEN AGREEMENT SIGNED BY AN OFFICER OF USA HEAT TREATING, INC.**

**THE CUSTOMER, BY ACCEPTING THIS QUOTATION OR SENDING WORK TO BE PROCESSED BY USA HEAT TREATING, INC., AGREES TO ACCEPT THE LIMITS OF LIABILITY AS EXPRESSED IN THIS STATEMENT TO THE EXCLUSION OF ANY AND ALL PROVISIONS AS TO LIABILITY ON THE CUSTOMER'S OWN INVOICES, PURCHASE ORDERS, OR OTHER DOCUMENTS. IF THE CUSTOMER DESIRES HIS OWN PROVISIONS AS TO LIABILITY TO REMAIN IN FORCE AND EFFECT, THIS MUST BE AGREED TO IN WRITING, SIGNED BY AN OFFICER OF USA HEAT TREATING, INC. IN SUCH EVENT, A DIFFERENT CHARGE FOR OUR SERVICES, REFLECTING THIS HIGHER RISK, SHALL BE NEGOTIATED BETWEEN THE CUSTOMER AND USA HEAT TREATING, INC.**

**USA HEAT TREATING, INC. MAKES NO EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AS TO THE PERFORMANCE OF CAPABILITIES OF THE MATERIAL THAT IS HEAT TREATED, OR THE HEAT TREATMENT PROCESS. THE AFOREMENTIONED LIMITATION OF LIABILITY STATED ABOVE IS SPECIFICALLY IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND OF ANY OTHER SUCH OBLIGATION ON THE PART OF USA HEAT TREATING, INC.**

No claims for shortage in weight or count will be entertained unless presented within five (5) working days after receipt of materials by customer. No claims will be allowed for shrinkage, expansion, deformity, cracking or rupture of material in the heat treating process, except by prior written agreement. Whenever we are given material with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions.

Customer agrees it shall not pursue any liability against USA Heat Treating, Inc. in contract, tort, or any other cause of action special, indirect, or consequential damages arising from any reason whatsoever, including but not limited to personal injury, property damages, loss of profits, loss of production, recall, or any other losses, expenses, or liabilities allegedly occasioned by the work performed by USA Heat Treating, Inc.

It shall be the duty of the customer to inspect the merchandise immediately upon its return, and in any event claims must be reported prior to the time that any further processing, assembling, or any other work is undertaken.

**OUR LIABILITY TO OUR CUSTOMERS SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLING, OR ANY OTHER WORK HAS BEEN UNDERTAKEN ON SAID MATERIAL.**

**NO AGENT OR REPRESENTATIVE IS AUTHORIZED TO ALTER THESE CONDITIONS EXCEPT IN WRITING, DULY SIGNED BY THE PRESIDENT OF USA HEAT TREATING, INC.**

USA Heat Treating, Inc, does not use mercury or asbestos in its heat treating process.