

Terms and Conditions

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Aero-Safe Processing Inc. (known as ASP from this point forward) has performed only the specific processes and treatments set forth herein; processes and treatments not specifically set forth herein have not been performed even if such processes are referenced in general specifications. You acknowledge that, unless specifically set forth in your purchase order and / or specifications, ASP does not know the handling, manufacturing and process history of the parts and material supplied to ASP for processing and treatment.

2

If Aero-Safe Processing Inc. is given detailed instructions as to the processes and / or treatments are to be performed, ASP responsibility shall be limited to carrying out those instructions. Type of material, tolerances and specifications shall be declared in writing prior to ASP processing and shall specify all processes (including required preparation), which you require ASP to perform.

3

ASP's maximum liability for any cause is limited to direct labour and material costs of the parts and/or material directly damaged by ASP's processing or three (3) times ASP's processing charges for such parts, whichever is less. Charges for ASP's services are based on this limitation of liability and ASP will assume additional liability only if it specifically agrees to such additional liability in writing, in which case a higher charge for ASP's services may be made.

4

Parts and/ or material processed by ASP shall be presumed to be accepted as satisfactory by you if ASP is not notified of damages, shortages, and other discrepancies within ten (10) working days of your receipt of such parts and/or material. Rejected parts / material must be returned to ASP for rework. Further processing or assembly of rejected parts and /or material by you or any other party shall constitute a waiver of any liability on ASP's part.

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Where operation or processes performed by ASP are in the nature of "salvaging" parts and/or material, the work will be processed on a "best effort" basis and no liability shall attach to ASP unless it was previously agreed to in writing prior to beginning the job.

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ASP is not responsible for the results of metal finishing operations that are unsatisfactory due to metal imperfections, changes in grade or composition of the metal, manufacturing and/or fabrication imperfections, usages for which the plating or other finishing operation is not reasonably designed and similar variables that ASP has no control. In such cases, you remain responsible to pay the contracted price for the finishing operations performed by ASP.

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In the event any legal action must be undertaken to enforce the contract between buyer and seller, the prevailing party shall be entitled to recover its reasonable attorneys fees, expense and court cost incurred.