QC Metal Pickling / Vision Pickling & Processing Terms & Conditions

QC Metal Pickling and Vision Pickling & Processing warrants that all processed material will meet or exceed order specifications. To ensure that all order communication is clear. Customer Purchase Order must include at a minimum:

- Purchase order number
- Description of the material (length-width-thickness) of each item size not just total feet
- Weight of each item or total weight for all of the pieces for each item
- Number of pieces for each item
- Name of the order writer, phone number, and email address
- Requested due date (normally 3-5 days after our receipt of material)
- Type of process
 - Pickle & Oil
 - Pickle Dry (See below for waiver information)
 - Pickle & SRP (Synthetic Rust Preventative)
- Special Instructions
 - Bundling information (e.g. weight, size or quantity)
 - Heat Separation information
 - Special Handling information

In the event that both parties accept that the processed material does not meet or exceed quoted specifications, QCMP or Vision Pickling & Processing will rectify the problem at its sole discretion by one of the following:

- Re-process the material
- Credit customer's account up to the full invoice amount
- Return the material at no charge to Customer

Rust Preventatives - For either of our rust preventatives (Oil or SRP) if the product is kept both dry and clean the shelf life could be 90 days or longer if our Customer has agreed to our standard procedure and none of the conditions listed below exist. The standard procedure is that after the steel is re-bundled, it receives an extra coating of the same rust preventative to the outside extremities of each bundle. If extra coating is declined by customer, any implied warranty is waived. The care and conditions that the steel is subject to during shipping and storing will directly determine the longevity of the shelf life of our rust preventatives. There are some conditions out of the control of QC Metal Pickling and Vision Pickling & Processing that can shorten their shelf life:

- Material getting wet. Result: rust preventative will rinse off of steel leaving bare metal to rust.
- Rust preventative rubbed off of steel by wet/dirty tarps.
- <u>Material exposed to dirt and excessive dust</u>. Result: Dirt and dust will adhere to rust preventative coating. This will dry out rust preventative leaving steel exposed.
- <u>Processed steel exposed to severe and continuous temperature changes</u>. Result: Steel can condensate, eventually rinsing off rust preventative exposing bare metal and reducing effectiveness.
- Any manufacturing operation that requires the handling of the product. Result: Rust preventatives can be removed, shortening the shelf life by exposing bare metal.

Pickle Dry is an option at our company that we do not recommend. Without a protective coating of rust preventative, pickled steel will rust. If your process is performed within a short period of time the pickle dry material may work for your application. Vision Pickling & Processing and QC Metal Pickling will not accept any responsibility for surface rust on pickle dry material. Our customer's company representative must sign a waiver form before we will run or release the steel from our plant that is requested to be pickled dry.

Best Effort Orders - Due to the unique size and shapes of some parts, we cannot guarantee our standard quality product. We will identify these parts to our Customers before accepting a purchase order. We will, with your submission of our signed waiver form, accept these orders on a "best effort basis." By signing the waiver, you accept and hold QC Metal Pickling and/or Vision Pickling & Processing blameless for any quality issues that may arise during or after the pickling process.

Light Gauge / Thin Wall - Vision Pickling & Processing and QC Metal Pickling will only accept orders to pickle and oil sheet of less than 16 gauge and tube less than .065 wall on a best effort basis. These products are extremely susceptible to handling and traffic damage. Customers using Vision or QC to process this material agree to hold both companies blameless for any damage to material (dings, dents, bends, etc.) that may occur within our facilities. Orders to Vision and QC to process less than 16-gauge sheet or less than .065 wall tube must have management approval and have a signed damage waiver by Customer on file. Vision and QC must also be notified prior to arrival of material (Date, Carrier, etc.) so that appropriate actions can be taken when unloading material.

Customer's Responsibility is to notify either QC Metal Pickling or Vision Pickling & Processing immediately at the time material is received of any quality issues. Receipt of material by Customer without notification is considered acknowledgement that material is as warranted.

Contingencies - QC Metal Pickling and Vision Pickling & Processing liability is limited as herein specified and in no event shall either be liable for any other damage claims, whether direct or indirect. QC Metal Pickling and Vision Pickling & Processing maximum liability shall not exceed our processing charges.

Inbound and Outbound Freight – Customer is responsible for inbound and outbound freight. Vans and Containers with product 8' and longer could incur handling damage and/or additional unloading charges. QC Metal Pickling or Vision Pickling & Processing will not be liable for damage to material received as "loose" bundles or bundles with broken bands. The condition of material and bundles will be documented on incoming loads. The delivery driver will be required to confirm the condition by signing off on QCMP's or Vision's Material Receipt paperwork.

Payment Terms – Standard payment terms of Net 30 Days apply to Customers in good standing. Terms different from standard will be communicated at time of order acknowledgement and invoicing.

QC METAL PICKLING AND VISION PICKLING & PROCESSING MAKE NO ADDITIONAL WARRANTY CLAIMS THAN STATED ABOVE AND EXCLUDE ANY IMPLIED WARRANTY FOR MERCHANTABILITY OR FITNESS OF USE FOR A PARTICULAR PURPOSE.