



**AL-FE HEAT TREATING, INC.
WARRANTY**

ALL WORK IS ACCEPTED SUBJECT TO THE FOLLOWING TERMS:

i. **WARRANTY**

- a) Al-Fe Heat Treating, Inc. warrants that the heat treatment and other incidental work, specified, required and agreed upon with the Customer, and performed by Al-Fe, will be conducted in a controlled and workmanlike manner.

ii. **LIMITATIONS ON THE COMPANY'S LIABILITY**

- b) Al-Fe's liability, whether arising from breach of the warranty as herein provided, contract or tort, shall not exceed five times the amount of Al-Fe's charges for the work on any material.
- c) In no event will Al-Fe be liable for any personal injury, property damage or any special indirect or consequential damages or economic loss, including but not limited to loss of products, loss of production, re-call or any other losses, expenses or liabilities allegedly resulting as a result of the work performed by Al-Fe or resulting from any act or omission of Al-Fe, its servants or agents. Without limiting the generality of this paragraph:
 - i) Al-Fe shall in no event be liable for shrinkage, expansion, deformity, or any changes in surface appearance resulting from metal treating or subsequent operations.
 - ii) Al-Fe shall not be liable for the dimensional integrity of any product unless specifically contracted to perform straightening/gauging operations. A separate charge may be made for those operations.
 - iii) Al-Fe shall in no event be liable if the Customer provides detailed instructions as to the treatment of material and those instructions are followed by Al-Fe.

iii. **CUSTOMER'S OBLIGATIONS**

- d) The Customer, by contracting for metal treating and/or other work to be performed by Al-Fe agrees to accept the limitation on Al-Fe's liability as expressed in this Statement to the exclusion of any and all provisions as to liability on Customer's own invoices, purchase orders or other documents or any oral or written representations or agreements which have not been duly signed by an officer of Al-Fe. If the Customer desires his own provisions as to Al-Fe's liability to prevail, such must be agreed to in writing signed by an officer of Al-Fe. In such an event, a higher charge will be made for Al-Fe's services.
- e) Failure by the Customer to indicate plainly and correctly the kind of material (i.e. the proper alloy designation) to be treated shall cause an extra charge to be made to compensate for any additional expenses incurred by Al-Fe as a result thereof.
- f) The Customer agrees to inspect the treated material immediately upon its receipt. All claims against Al-Fe for a breach of the limited warranty as herein provided must be submitted to Al-Fe prior to any further processing, assembling or any other work that is undertaken with the treated material. No claims for shortage in weight or count shall be made by the Customer unless presented to Al-Fe within FIVE (5) working days after receipt of materials by Customer.
- g) **THE CUSTOMER UNDERSTANDS AND AGREES**
 - iv) **THAT THE STATEMENT OF LIMITED LIABILITY AS HEREIN PROVIDED IS SPECIFICALLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY OR CONDITION WHETHER ARISING BY OPERATION OF STATUTE, COMMON LAW OR IN EQUITY,**
 - v) **NO ALTERATION OR AMENDMENT TO THE ABOVE CONDITIONS SHALL BE BINDING ON AL-FE EXCEPT IF MADE IN WRITING DULY EXECUTED BY AN OFFICER OF AL-FE, and**
 - vi) **AL-FE'S LIABILITY HEREUNDER SHALL CEASE AND BE AT AN END AT SUCH TIME AS ANY OTHER PERSON UNDERTAKES FURTHER PROCESSING, ASSEMBLY, OR ANY OTHER WORK ON THE MATERIAL.**