



TERMS AND CONDITIONS

The following terms and conditions are part of any value-added service delivered by KVF QUAD CORPORATION (KVF) to any Buyer and shall be part of any resulting purchase order from Buyer and/or contract between said parties:

Any services, products, or materials provided by KVF are intended to enhance aesthetics as requested by Buyer and not to aid in or alter the performance of any parts or materials KVF processes, other than common benefits achieved by coating certain materials.

KVF MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE SERVICES, PRODUCTS OR MATERIALS BEING PROVIDED BY IT, AND KVF HEREBY EXCLUDES ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY USE, unless otherwise expressly written and agreed by and between KVF and Buyer.

In the event of any breach of this agreement by KVF, Buyer's remedies shall be limited to repair or replacement of non-conforming goods or services or, at KVF's sole discretion, a refund of a portion of the purchase price relating directly to the mutually identified non-conforming goods and/or service. Under no circumstance shall KVF be responsible for any incidental or consequential damages that might be sustained by the Buyer due to non-conforming goods or services or any other breach of any agreement between Buyer and KVF.

Any claim made by Buyer against KVF for defective materials or workmanship must be presented to KVF, either verbally or in writing, within (30) days of the date of delivery of the goods processed by KVF. Products or parts may only be returned after an authorization number has been provided via RMA/RAG by an officer of KVF. Any claims presented to KVF, either verbally or in writing, after (30) days of the date of delivery will be invalidated and KVF will not be bound to honor such claims.

All orders are C.O.D. unless credit terms are approved by KVF, at its sole discretion. If credit is approved, terms are NET 30 days, firm. Buyers with a balance not paid within 39 days shall be placed on CREDIT HOLD until paid in full. All price quotes are subject to the following charges as applicable: (a) non-scheduled processing within 24 hours ("24-hour turn"), will incur additional charge of \$350.00, or 50%, whichever is greater (b) non-scheduled processing within 48 hours ("48-hour turn"), will incur additional charge of \$250.00 or 25%, whichever is greater. (c) Customer powder ordered by KVF for jobs requiring special color formulation shall be purchased by the Buyer, or Buyer shall provide written guarantee / PO to KVF and such powder or material shall be utilized within 90 days of the initial order; or in either case, shall ultimately be the responsibility and paid by the Buyer.

Buyer acknowledges no coating is or will be applied at the point of contact between the hanger used in the coating process and the goods being coated. Touch up in these areas will not be performed by KVF, unless otherwise stated by Buyer prior to quotation. If any special tools or dies are required for masking or hanging, the Buyer will be charged for them at cost. Buyer shall waive the right to remove such tools or dies from KVF until Buyer's bill is paid in full.

KVF is not responsible for the quality of incoming material. A visual inspection will be made during receiving or during initial processing. All goods and materials delivered to KVF shall be in a condition previously understood

by KVF quotation team. Unless previously notified by Buyer, all parts shall come to KVF absent of rust, heavy non-water-soluble oils, prior coatings, or other contamination not produced by “normal” machining or fabrication processes. If parts are found to be “out of specification” prior to any processes being performed, KVF will notify Buyer of any irregularities observed. If suspect conditions arise after KVF’s process due to previous substrate conditions, KVF will not be held responsible for the cost of rework.

Once processed, all goods and materials shall be redelivered to Buyer F.O.B. KVF’s place of business. Shipping and receiving hours are between 7:00a.m. and 2:00p.m., Monday thru Friday. Any dunnage or other packing materials not included in original quotation must be provided to KVF by Buyer prior to KVF commencing work on Buyer’s order(s), otherwise such goods shall be repackaged as received. Any materials needed to fulfill the process at KVF not previously quoted to the Buyer and not supplied by Buyer will be charged back to Buyer as a separate line within the initial sales order. Goods and materials left with KVF more than 30 days after completion of KVF’s work becomes the property of KVF.

Any changes to a process of current or previously quoted product needs to be submitted to sales@kvfquad.com prior to parts arriving at KVF. KVF shall notify Buyer of any changes received and any amendments to processes resulting from the changes. Any changes required to Current, or previously quoted product supplied in any other fashion, leading to parts which do not meet specification or criteria, will be the responsibility of the Buyer.

As further consideration for the obligations of KVF under any agreement between itself and Buyer, Buyer hereby agrees to indemnify and hold KVF harmless from and against all claims, demands, causes of action, liabilities, and judgments by any third party that in any way pertain to the materials being powder coated or processed by KVF for the Buyer, except insofar as any such claim, demand, cause of action, liability, or judgment is attributed to the sole negligence of KVF. Buyer expressly agrees to defend KVF against any such claims, demands, and causes of actions, liabilities or judgments before any determination is made as to whether KVF is solely negligent and agrees to utilize counsel for such defense that meets the approval of KVF.