

QUOTATION

February 20, 2018

Prepared by Ray Perts, Quality and Customer Solutions Manager ray@lakecityplating.com, 440-964-3555

Customer Information

Conformance Fasteners Kenneth Odle

6239 American Ave. kodle@conformancefasteners.com

Portage, MI 49002 (269) 324-7000

Parts and Pricing

Part	Order Qty	Work to be Done	Price	Min Lot Charge	Packaging and Notes
W700121	Any	Copper (.0001"0004") (Spec: S403)	Base Price: \$0.35/Pound	\$102.00	

Other Terms and Information

Payment terms: Net 30

Plating Certification, if needed: \$27; Thickness Report, if needed: \$27

Salt Spray Charge, if needed: \$2 per Hour

Level 3 PPAP, if needed: \$250

An environmental fee of 1.40% will be added to each invoice.

Metal Surcharges: a monthly-adjusted surcharge will be applied to offset fluctuations in raw materials. Currently, surcharges are as follows: Cadmium-plated parts, 6.00%; Tin-plated parts, 3.35%; Copper-plated parts, 0.00%; Silver-plated parts, 6.10%.

If placing your first order with us, please send your company's information and credit references to Deanna Dodge at deanna@lakecityplating.com or by fax to 440-964-2399. (The first order may be C.O.D.)

LAKE CITY PLATING, LLC. TERMS AND CONDITIONS OF SALES

- 1. ORDERS: Orders shall be initiated by a Customer issuing a purchase order or otherwise placing an order by electronic means acceptable to Lake City Plating, LLC. ("Lake City"). Orders shall identify the products to be plated or processed ("Products"), specifications of work to be performed, quantity of the Products, method of packing and shipment, and required delivery dates. All orders are subject to acceptance by Lake City by either acknowledgment to Customer or commencement or performance.
- 2. PRICES: Prices shall be as specified in U.S. currency by Lake City and shall be applicable for thirty (30) days. Notwithstanding the foregoing, prices are based on current labor and material prices and shall be subject to change without notice.
- 3. TERMS OF PAYMENT: Payment shall be net thirty (30) days from date of invoice or as otherwise specified by Lake City in writing. Customer agrees to pay the entire net amount of each invoice from Lake City pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Lake City, which may in its sole discretion at any time change the terms of Customer's credit.
- 4. PACKING: Products will be returned to Customer in the containers in which they were received. If cartons, separators, or special packing materials are required for proper shipment of Products, they are to be furnished to Lake City at no cost, unless other arrangements are agreed upon in writing with Lake City.
- 5. ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS: Inspection and acceptance of the Products shall be Customer's responsibility. Customer is deemed to have accepted the Products unless written notice of rejection is received by Lake City within ten (10) days after delivery of the Products. Customer waives any right to revoke acceptance thereafter. Customer shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery. No return of Products shall be accepted by Lake City without a Return Material Authorization ("RMA") Number, which may be issued by Lake City in its sole discretion. Returned Products must be in original shipping containers, complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If retuned Products are claimed to be defective, a complete description or the nature of the defect must be included with the returned Products.
- 6. IT IS RECOGNIZED THAT EVEN AFTER EMPLOYING ALL THE SCIENTIFIC METHODS KNOWN TO US, HAZARDS STILL REMAIN IN ELECTROPLATING AND METAL FINISHING. THEREFORE, OUR LIABILITY 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 LAKE CITY.
- 7. THE CUSTOMER, BY CONTRACTING FOR ELECTROPLATING OR METAL FINISHING, 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, QUALITY POLICIES, QUALITY MANUALS 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 LAKE CITY, IN SUCH EVENT, A DIFFERENT CHARGE FOR OUR SERVICES, REFLECTING THE HIGHER RISK TO LAKE CITY SHALL BE DETERMINED BY LAKE CITY AND CUSTOMER.
- 8. LAKE CITY MAKES NO EXPRESSED OR IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AS TO THE PERFORMANCE OF THE MATERIAL AS PROCESSED, OR THE PROCESSING. THE AFORMENTIONED LIMITATION OF LIABILITY STATED ABOVE IS SPECIFICALLY IN LIEU OF ANY EXPRESSED OR IMPLIED WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND OF ANY OTHER SUCH OBLIGAION ON THE PART OF LAKE CITY. CUSTOMER AGREES TO ASSUME ALL RISK OF ANY DEFECTIVE PRODUCT AND AGREES TO INDEMNIFY AND HOLD LAKE CITY. HARMLESS FROM ANY AND ALL CLAIMS ARISING AS A RESULT OF ANY WORK PERFORMED.
- 9. NO SUIT OR ACTION MAY BE BROUGHT AGAINST LAKE CITY BY CUSTOMER UNLESS BROUGHT WITHIN TWELVE MONTHS AFTER A CLAIM ARISIES
- 10. No claims for shortage in weight or count will be entertained unless presented within five (5) working days after receipt of Product by customer. No claims will be allowed for shrinkage, except by prior written agreement, as above. Shrinkage of quantity in processing of two percent (2%) shall be allowed without charge or liability.
- 11. Whenever Lake City received Products with detailed instructions as to processing, our responsibility shall end with the carrying out of those instructions. Lake City shall not assume any responsibility as to the correctness, suitability or fitness for intended use of customer or third party specifications referred to in any service, work or purchase orders.
- 12. CUSTOMER AGREES LAKE CITY WILL HAVE NO LIABILITY IN CONTRACT OR TORT FOR ANY 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, PLANT SHUTDOWNS, INSPECTION, REPAIR COSTS OR ANY OTHER LOSSES, EXPENSES OR LIABILITIES ALLEGEDLY OCCASIONED BY THE WORK PERFORMED ON THE PART OF LAKE CITY.
- 13. LAKE CITY WILL NOT BE RESPONSIBLE FOR HYDROGEN EMBRITTLEMENT OR ANY CLAIMS ARISING THEREOF.
- 14. Lake City reserve the right, at our option, either to reject work or to make an extra charge for finishing any base metal below our agreed standard. Product must be provided to Lake City free of excessive oil, rust or scale or additional cleaning charges may be applied.
- 15. Lake City assume no liability for any loss of or damage to merchandise or material while in transit to or from our factory, whether in trucks or vehicles owned by us, the customer, or any third person acting in our or the customer's behalf.
- 16. IT IS RECOGNIZED THAT EVEN AFTER EMPLOYING THE BEST METHODS KNOWN TO LAKE CITY, FOREIGN MATERIAL MAY OCCUR AS IT IS INHERENT IN BULK PROCESSING DURING THE METAL FINISHING OPERATION. LAKE CITY SHALL NOT BE RESPONSIBLE FOR ANY SORTING CHARGES OR ANY CONSEQUENTIAL DAMAGES AS A RESULT OF FOREIGN MATERIAL. LAKE CITY RESERVES THE RIGHT TO HAVE THE MATERIALS RETURNED TO BE INSPECTED AND OR SORTED IN HOUSE. LAKE CITY SHALL ACCEPT NO OTHER CHARGES UNLESS APPROVED IN ADVANCE BY WRITTEN AGREEMENT. IF CUSTOMER REQUIRES PRODUCT TO BE FREE OF ANY FOREIGN MATERIAL THEY MUST REQUEST A SEPARATE QUOTATION FOR SORTING AND ISSUE A PURCHASE ORDER FOR SORTING.