

Processing of Customer Owned Material

Quotations and orders placed with Elite Stainless Steel, Inc. to process customer owned material will be accepted on a "Best Effort Basis" at the risk of Customer. Elite Stainless Steel will convert the material using good workmanship and commercial practice in an effort to meet customer requirements. If Elite Stainless Steel discovers discrepancies in the material at incoming inspection or during processing, Elite Stainless Steel will inform the customer of the problems(s) and any additional cost incurred. Further processing by Elite Stainless Steel will continue on instructions from the customer at Elite Stainless Steel's current hourly rate. If the customer wishes to discontinue processing, Elite Stainless Steel will invoice for all cost incurred. Any delay in processing resulting from the above or as a result of causes beyond the control of Elite Stainless Steel, including, without limitation, fires, strikes or labor difficulties, Acts of God or Government action, shall be excused and the time of performance shall be extended by such a period of delay. THE WARRANTY CONTAINED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTEIS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED. ELITE STAINLESS STEEL, INC. SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Terms of payment, unless otherwise expressly provided, are due 10 days from the date of each invoice, without discount.

Company Name_____

Officer of Company_____

Acceptance (Sign)_____

Date_____

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