

Please carefully review the following important statements, terms, and conditions. If you do not agree with any of the following statements, terms or conditions please let us know as soon as possible before initiation of the project. If you accept the quote and the project has started you agree to all of the following.

**RUSH Analysis:** Special request by the customer can be made for RUSH status for half the time quoted at 50% premium added to the quoted cost. For same day turn around or high priority rush, depending on project size, 100% premium charge may be added to the quoted price.

**Special Handling or Special Cutting of Specimens:** Special handling or special cutting of specimens will be charged at a shop rate of \$100.00 per hour. This is not typical and is charged only for unusual circumstances where an anticipated "hard material" needs additional cutting that is not in the original quotation.

**Limitation of Liability**

In no event shall Atrona's liability under this agreement or in connection with any other claim arising out of or relating to any services provided by Atrona, its owners, employees or contractors exceed the cost of the applicable unit of service. Client's right to monetary damages in such amount shall be client's sole and exclusive remedy and shall be in lieu of all other remedies which client may have against Atrona, its employees or contractors or any of their officers, directors, employees, subcontractors, agents, successors or assigns (collectively a "related party"). Client may be entitled to seek injunctive relief if client confidential information is improperly disclosed.

**Consequential Damages Waiver**

Client agrees that Atrona shall not be liable for any loss of profits or any special, indirect, consequential, exemplary or consequential damages of any kind whatsoever in any way arising from or relating to any of the services related to Atrona's failure to perform its obligations under this agreement, regardless of the form of action, whether in tort, negligence, strict liability or otherwise, even if client had been advised of the possibility thereof. ATRONA shall use best efforts to perform its duties and obligations under this agreement.

**Modifications of Test Apparatus:** Modifications of test apparatus and/or test protocol to accommodate non-standard test pieces or non standard test methods will be charged at a labor rate of \$125 per hour.

**Evaluation of Test Protocols or Specifications:** Engineering documents, prints, specifications, or test protocols can be evaluated per client's request at an additional cost of \$ 150 per hour Metallurgist Time.

**Price Adjustment:** Exact price of the project is subject to change upon receipt of actual samples. The price may be revised if there is a change in project objectives or complexity, a change in the number, size and/or configuration of samples, required document review, excessive sample preparation time and/or consumables used due to unforeseeable events or circumstances, etc.

**Subcontracting:** While we try to keep all testing in house, from time to time it may be necessary to subcontract some testing to another ATRONA approved/accredited facility. Test results will be identified as such.

**Client Present During the Test:** A surcharge of 50% will be added to the list price of the test. The minimum surcharge is \$300.

**Additional Consulting:** It is common for ATRONA's engineers to consult with the customer at the conclusion of the testing and answer questions associated with the report and the findings. We allow for approximately one hour of consulting time. Additional questions, consulting, meetings, phone or e-mail conferences will be charged at standard metallurgist time of \$185 per hour.

**Freight / Customs / Tariffs:** When submitting samples to ATRONA, the client is responsible for all freight, tariffs, customs/duties, and any other charges incurred in transit. It is the client's responsibility to route the goods in the most economical manner. The client should advise the name of his freight forwarder/customs broker in the event that ATRONA is called upon to assist in clearing the merchandise through customs.

**Return of Samples:** Samples will be returned upon request. Samples less than 10 pounds will be returned using the customer's UPS account number. Shipping and handling charge of \$25.00 will apply for shipments less than 10 pounds using UPS. Shipping and handling charges for shippers other than UPS will be \$50.00 in addition to using the customer's account number. Shipping and handling will be quoted separately for samples that weigh more than 10 pounds or for samples that require extraordinary packaging requirements.

**Chemical Composition:** Due to the tremendous number of grades of the various alloys that are now available world-wide, it is impossible to have standards that will accommodate every material in existence. Samples submitted for chemical composition as totally unidentified grades will be tested using optical emission spectrometry if sample size permits. The chemical composition will be reported and a known grade will be identified as appropriate if the grade is common and readily identifiable. If the customer has not given us a suspected grade, and we are not able to readily identify the grade, an additional charge of \$20.00 will apply for engineering time to research world-wide standards. Given an unusual chemical composition, the ability to guarantee accuracy is compromised without certified reference materials and/or additional information.

**Terms, Conditions, and Non Disclosure:** The Customer acknowledges that ATRONA is acting solely as an independent contractor, and that no agency or employment shall be construed between the parties, nor represented to any third parties. Neither party shall have any authority to act, bind, or otherwise contract with third parties on behalf of the other. ATRONA shall be solely responsible for the reporting and payment of all federal, state and other governmental taxes attributable to compensation paid to ATRONA.

With regards to the quoted project herein and including work generally performed for the Customer, the Customer shall indemnify, defend and hold ATRONA, its officers, employees, and agents, harmless from and against all damages, costs, losses and expenses (including, without limitation, reasonable attorney's fees) attributable to claims or actions in connection with loss of life, personal injury and/or damages to property arising from or out of any occurrence in, upon or at any business premises owned, leased or otherwise occupied by the customer, including, but not limited to, any occurrence prior to the date hereof.

These terms shall be construed and enforced in accordance with the laws of the state of Illinois.

**PAYMENT TERMS:**

- For those clients located in the U.S.A., please select one of the payment terms listed below:
  1. Net 30 days
    - a. New accounts (or accounts older than 12 months) should submit 3 credit references and 1 bank reference.
    - b. Please allow 10 days for credit approval.
  2. Prepayment by check (payable in U.S.A. funds and drawn on a U.S.A. bank)
  3. Credit Card (VISA and MASTERCARD are accepted) – 5% service fee applies
- For those clients located outside of the U.S.A.: Prepayment by wire transfer is required. Please add \$25 to each wire transfer to compensate for bank fees