

## Terms & Conditions

**QUOTATIONS** – All-Color Powder Coating, Inc.'s quoted prices are subject to change without notice. Prices cannot be confirmed until the actual parts have been delivered to All-Color Powder Coating, Inc.

**HIDDEN CONDITIONS** – Quoted prices cover standard processing unless otherwise noted. In the event, additional processing is required (ex. Sanding, multiple washing, re-coating etc.) due to an unforeseen condition, the quoted pricing will be adjusted accordingly.

**MINIMUM CHARGE** – The minimum charge is \$400 per color.

**TERMS** – Payment is due upon completion of the order unless approved credit has been established. All-Color Powder Coating, Inc. does not accept credit cards. If the buyer fails to make any payments in accordance with the stated terms, All-Color Powder Coating, Inc. reserves the right to hold shipments or deliveries until the terms are met or other arrangements are made. Interest will accrue on the buyer's outstanding account balance from the date of invoice at the rate of 1% per month (12% per annum) until the outstanding balance is paid in full. Buyer agrees to pay all costs of collection, including attorney's fees, for all delinquent accounts.

**QUANTITIES** – All-Color Powder Coating, Inc. does not verify the counts indicated on the buyers purchase order prior to processing. Parts are counted by All-Color Powder Coating, Inc. after processing is completed. Pricing is determined from the quantity counted by All-Color Powder Coating, Inc. All-Color Powder Coating, Inc. shall not be responsible for any shrinkage of quantities of parts. Small amounts of shrinkage, especially to small parts and parts difficult to hang, can be expected during processing.

**SUBSTRATE** – All-Color Powder Coating, Inc. assumes no responsibility for the condition of the material delivered by the buyer, or any condition uncovered during processing (ex. Holes from excessive rust, pits, cracks, blemishes, broken joints, etc.)

**MASKING** – Masking will be completed per written instructions provided by the buyer. All-Color Powder Coating, Inc. will not be responsible for masking areas not indicated on a print or other drawing.

**ASSEMBLY/DISASSEMBLY** – All-Color Powder Coating, Inc. will not be responsible for any disassembly of parts prior to coating or assembly of parts after coating. The buyer is responsible for having the product prepared for coating.

**PACKAGING** – Unless otherwise agreed upon, all parts will be repackaged as originally received at All-Color Powder Coating, Inc. All-Color Powder Coating, Inc. may discard the original packaging and replace it with new packaging materials that are clean and oil free.

**FREIGHT** – In absence of shipping instructions, All-Color Powder Coating, Inc. will use its own discretion in choosing a carrier to be used. All-Color Powder Coating, Inc. assumes no responsibility for insuring shipments unless specifically requested by the buyer and then at the buyer's expense and valuation.

**HEAT** – All parts submitted for powder coating must be capable of withstanding temperatures of 450 degrees Fahrenheit unless otherwise stated. Stripping of parts requires temperatures in excess of 800 degrees Fahrenheit. Parts submitted for stripping must be capable of withstanding a temperature of 800 degrees Fahrenheit for up to four hours. Such temperatures may result in distortion of the parts, cracking, broken joints, melting, etc. All-Color Powder Coating, Inc. does not and cannot assume responsibility for the determination of the physical properties of your parts prior to processing. The buyer is responsible for determining if his product is capable of withstanding our processing.

**TOLERANCES** – In the absence of specific requirements provided by the customer on a print or in writing, commercial tolerances, specifications, and manufacturing practices, commonly used in the coating industry shall apply.

**CANCELLATION/PAYMENT** – All-Color Powder Coating, Inc. expects payment on services rendered, raw materials purchased, and any other actual expenses incurred on behalf of the buyer in the event an order is cancelled or even if the product is rendered unusable.

**LIABILITY** – All-Color Powder Coating, Inc. assumes no responsibility and/or liability for any damage suffered by customer's product as a result of service provided by All-Color Powder Coating, Inc. Under no circumstances shall All-Color Powder Coating, Inc. be responsible for any damages in excess of the amount of the purchase order and shall not be responsible in any instance for incidental, consequential, or punitive damages suffered or alleged to be suffered by the customer.

**INSURANCE** – Buyer's material and fixtures shall not be insured by All-Color Powder Coating, Inc. unless specifically stated in the quotation and made a part of the order at buyer's expense. If no special agreement is made, All-Color Powder Coating, Inc. assumes no responsibility for destruction or partial loss due to fire or other casualty beyond All-Color Powder Coating, Inc.'s specific and reasonable control.

**WARRANTY** – All Claims made will be reviewed after full payment is received and will be limited to the amount of coating costs only. All-Color Powder Coating, Inc. makes no warranty either expressed or implied, regarding the suitability, usability, durability, and/or ultimate customer satisfaction with regard to the product.

**AGENTS REPRESENTATION** – All-Color Powder Coating, Inc. shall be held harmless of statements, either expressed or implied, or representations made by employees or agents.

**INDEMNIFICATION** – The customer shall indemnify and hold harmless All-Color Powder Coating Inc., its officers, agents and employees from and against any and all claims, damages, losses, expenses, including attorney's fees which arise out of or result from the goods and service provided by All-Color Powder Coating, Inc. This indemnification provision applies to any claim for property damage and/or bodily injury, and protects All-Color Powder Coating, Inc. regardless of whether or not the damage was caused, in whole or in part, by All-Color Powder Coating, Inc. Customer further agrees to pay all court costs and attorney's fees incurred by All-Color Powder Coating, Inc. in enforcing this indemnification agreement.

**APPLICABLE LAW** – Customer agrees that any and all agreements, contracts, disputes, and/or lawsuits between customer and All-Color Powder Coating, Inc. are governed by the laws of the State of Wisconsin. Furthermore, customer agrees that the Circuit Courts for Dane County Wisconsin are the sole and proper location for venueing any and all agreements, contracts, disputes and/or lawsuits.