

STRETCH FORMING CORPORATION (“SFC”)

STANDARD TERMS AND CONDITIONS

1. Lead times commence only after receipt of the following:
After receipt of (as required and specified by contract) written purchase order, customer furnished materials, complete receipt of customer furnished tooling – must conform to latest applicable engineering, rev. levels, applicable engineering and inspection media, all applicable specifications, list of customer approved sources for approved processing, blue prints, mylars and sample planning, if applicable.
2. SFC shall be responsible for providing only those processes specifically requested by Customer in its written purchase order or change order. Type of material, tolerances and specifications for processing shall be declared in writing to SFC prior to processing by SFC. Tolerances quoted are based on standard sheet metal tolerances. Because of the nature of the process Customer agrees to a 5% material allowance or two pieces per line item whichever is greater to SFC for test, set-up and manufacturing attrition.
3. Due to the nature of stretch forming, it is clearly expressed and understood that customer furnished materials must be over size (in width and/or length) to accommodate the actual stretch forming process.
4. SFC offers aging services, but is expressly stated and agreed by all parties that we offer two processing options for aging requirements as follows:

Option 1: We can utilize IN-HOUSE equipment which is a non-certified environment. SFC adheres to standard commercial-grade techniques in this process. We shall record the Webster readings before and after the age process and shall document the results accordingly. Please understand that this IN-HOUSE process is NOT certified, is utilized for non-certified requirements only, and is priced accordingly. Any special documentation requirements must be requested at the time of quotation so that associated costs, if applicable based upon customer specification can be included in SFC pricing.

Option 2: We can utilize SUB-CONTRACT VENDORS for age processing who maintain government/military/aerospace certified environments. These SUB-CONTRACT VENDORS utilize calibrated equipment and facilities that require certification to the strictest of standards that should comply to and support almost any government/military/aerospace certification requirement. However, this certified processing is obviously more expensive and, therefore, we require specific formal notification of such requirements at the time of your request for quote. Furthermore, this certified processing must be acknowledged in our formal quotation and purchase order acknowledgement process.
5. SFC liability, for any cause above the 5% allowance, shall be limited to the cost for SFC services or the material cost, whichever is the lesser. Charges for SFC services are based on this policy limiting SFC liability.
6. Any liability greater than that outlined in paragraph (2) above will be assumed by SFC only when agreed in writing beforehand. In such event, SFC shall have the right to charge a higher amount for SFC services. Customer specifically waives any right to recover consequential damages and/or punitive damages.
7. SFC is not responsible for unsatisfactory processing as a result of customer furnished tooling and templates. It is the responsibility of the Customer to insure all tooling and templates conform to applicable drawing and specifications requirements.
8. In the event that processing is unsatisfactory due to metal imperfection, changes in grade or composition of materials, manufacturing and/or fabrication imperfections, use of other than Chem Mill Quality or Minimum Residual Stress (MRS) aluminum, the customer shall be obligated to pay SFC for the services performed.
9. Customer must return to SFC rejected parts for rework. Further processing of rejected parts by any other party shall constitute a waiver of any liability on the part of SFC.
10. All invoices payable by customer to SFC for processing or other services are 2% discount if paid within 10 days or net 30 days (OAC) from the date of invoice. Prices quoted are FOB Murrieta, California. Quotation valid for 90 day unless otherwise specified. 1.5% late fees after 30 days.
11. Collection Costs: In the event this account is placed in the hands of an attorney for collection or suit initiated to collect same or any portion thereof, Customer agrees and promises to pay all reasonable collection expenses, attorney's fees and costs.
12. Furnished material left by customer at SFC facility for more than 30 days from completion shall accrue storage costs at the rate of 1.5% per month.
13. Raw materials should be furnished no more than 30 days in advance of lead times required to meet contractual obligations.
14. Quotation based on information submitted for quotation. Expedite requirements, planning changes, engineering changes, split deliveries, change orders, inferior or incomplete tooling or fixtures may result in additional fees.
15. If material is required to be T-5 condition, T-1 must be supplied. Written notice of delivery date and routing instruction may be supplied. Package and packing list must indicate T-1 supplied, *Do Not Soften*.

The following Confidential Statement applies to all documents, data, forms, etc.

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I have read and understand and agree to above Terms and Conditions.

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