

ALD Thermal Treatment (Suzhou) Co. Ltd.

STANDARD TERMS AND CONDITIONS

It is recognized that even after employing all the scientific methods known to us, hazards still remain in metal treating. 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 the treater.

The customer 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 or other documents by stamping or signing on this document. This document shall constitute an integral part of the metal treatment contract or relevant purchase order or agreement between both parties hereto. If the customer desires his own provisions as to liability to remain in force and effect, this must be agreed to in writing, stamped by the treater. In such event, a different charge for our services, reflecting of the higher risk to treater, shall be determined by treater and customer.

The treater makes no express or implied warranties and specifically disclaims any implied warranty of fitness for a particular purpose or merchantability, as to the performance of capabilities of the material as heat treated, or the heat treatment. The aforementioned limitation of liability statements above is specifically in lieu of any express or implied warranty, including any implied warranty of merchantability or fitness, and of any other such obligation on the part of the treater.

No claims for shortage in weight or count will be entertained unless presented within five (5) working days after receipt of materials by customer. No claims will be allowed for shrinkage, expansion, deformity, or rupture of material in treating or straightening, except by prior written agreement, as above, nor in any case for rupture caused by or occurring during subsequent grinding. Whenever we accept material with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions. Failure by a customer to indicate plainly and correctly the kind of material (i.e., proper alloy designation) to be treated, shall cause an extra charge to be made to cover any additional expense incurred as a result thereof, but shall not change the limitation of liability stated above.

Customer agrees there will be no liability on the treater in contract or tort (including negligence and strict liability action) for any special, indirect or consequential damages arising from any reason whatsoever, including but not limited to property damages, loss of profits, loss of production, recall or any other losses, expenses or liabilities allegedly occasioned by the work performed on the part of the treater.

It shall be the duty of the customer to inspect the merchandise immediately upon its return, and in any event, claims must be reported prior to the time that any further processing is undertaken.

Our liabilities to our customers shall cease once any further processing has been undertaken on said material.

No agent or representative is authorized to alter the conditions, except in writing duly stamped by treater. Any different or additional terms contained in any of the customer's forms are hereby deemed to be a material alteration hereof and notice of objection to them is hereby given.

Treater: ALD Thermal Treatment (Suzhou) Co., Ltd

Address: No. 333 Yegang Road, Wujiang Economic and Technological Development Zone, Suzhou, Jiangsu, 215200, P.R.China

Sales@alddt-china.com | <https://www.heat-treatment-services.com>