

METALLIZING  
PLASMA COATINGS  
HVOF COATINGS  
PTA COATINGS  
HARD SURFACING  
ELECTRIC ARC



FUSED COATINGS  
HEAT RESISTANT COATINGS  
CORROSION RESISTANT COATINGS  
WEAR RESISTANT COATINGS  
CERAMIC COATINGS  
CARBIDE COATINGS

## TERMS AND CONDITIONS OF QUOTATION AND SALE

1. **General.** Any order submitted under this quotation will not result in a contract until it is accepted and acknowledged in writing by A&A Company, Inc. (A&A). Unless otherwise specified on the front of this form, all Quotations expire automatically, without notice, 30 calendar days after the date issued, but any Quotation may be amended or terminated within that period or extended beyond that period by written notice from A&A to purchaser.

2. **Pricing.** Pricing contained on quotation is determined based on information provided by purchaser, size and quantity. Any changes in size, quantity, information provided or customer requirements may subject the quotation to a price revision.

3. **Commencement of Work.** We will not schedule or begin work without an appropriate Purchase Order. When possible, Purchase orders should be faxed or emailed ahead of the arrival of parts. All purchase orders should reference the Quotation Number.

4. **Contaminants.** Any contaminants on the coated or other surface(s) of parts such as oils, fluids, liquids, paints or anything else, as determined by A&A, to be an impediment to the application of coating shall be thoroughly cleaned and removed before parts are shipped to A&A. Any parts received by A&A that contain contaminants shall be either returned to the purchaser at their expense for cleaning or cleaned at A&A for an additional charge.

5. **Minimum Charge.** A minimum lot charge of \$1,500 will apply to any Purchase Order. This will apply to individual Purchase Orders or individual Line Items where a portion of the Purchase Order is shipped separately. This minimum amount can be met by one item or multiple items of the same workscope / coating material.

6. **Payment.** Our standard payment terms are Net 30 Days on all invoices with a 1% discount allowed if payment is received within 10 days. New accounts will be C.O.D. on first job or until satisfactory credit is established. Past due accounts will be handled as follows:

- (a) Accounts 30 Days Past Due: We will release additional work prudently as determined by A&A.
- (b) Accounts 60 Days Past Due: We will release work only on a C.O.D. basis plus 50% more than the C.O.D. for application to the oldest balance.
- (c) Accounts 90 Days Past Due: No further shipments will be made until the entire past due balance is paid.
- (d) The purchaser agrees to pay the full amount of any costs or expenses, including collection and/or attorney fees, incurred by A&A in collection of overdue amounts by litigation or otherwise.

7. **Delivery.** Delivery for coating is as specifically noted on quotation and should be confirmed by purchaser at time of order placement.

8. **Expedited and Rushed Orders.** All expedited and rushed orders will be assessed a minimum surcharge of 20%. Exact amount of surcharge will depend on urgency of request, A&A flexibility at time of request and will be determined and advised to purchaser by A&A before processing of order.

9. **Shipment.** All orders are shipped F.O.B. South Plainfield, NJ and via the shipper of our choice unless otherwise specified by the purchaser. Shipment will not be insured unless requested in writing by purchaser and cost of insurance paid by purchaser.

10. **Packaging.** If the incoming container, skid, crate or box is considered inadequate for protection of parts upon return shipment; an appropriate replacement or modification will be provided at an additional cost.

11. **Inspection and Acceptance.** Failure of purchaser to inspect parts or failure to notify A&A in writing that the parts are nonconforming within ten (10) days of the receipt of the parts by the purchaser shall constitute a waiver of purchaser's rights for breach of warranty and shall be irrevocable acceptance of the parts by purchaser. Additionally, any parts that are modified in any way by purchaser before notifying A&A will be subject to additional charges relating to the rework or repair of parts.

12. **Warranty.** A&A warrants that it will, as its option, repair or return the purchase price of the goods, which are found to be defective in material or workmanship, provided that, within ten (10) days of purchaser's receipt thereof, purchaser gives written notice of such defect to A&A, returns the goods to A&A's designated point of manufacture with transportation charges prepaid by purchaser, and an examination by A&A discloses to its satisfaction the existence of such defect to nonconformity with the contract requirements. IN NO EVENT SHALL A&A BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. A&A EXPRESSLY EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. No agent, employee or representative of A&A has any authority to bind A&A to any affirmation, representation or warranty concerning the goods sold under this sales contract, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written agreement, it shall not be enforceable by the purchaser.