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General Terms and Conditions of Wolverine Plating Corporation

ALL ORDERS AND PROPOSALS ARE EXPRESSLY MADE CONDITIONAL ON ASSENT TO THE FOLLOWING TERMS AND CONDITIONS, UNLESS WOLVERINE PLATING (“WPC” OR “OUR” OR “WE”) AGREES TO A MODIFICATION OR OTHER TERMS IN WRITING.

1. Our proposal is an offer. Any services provided by us to you (“Buyer”) as described in our proposal or any resulting purchase order (“Order”) consists only of these terms and conditions and those in other documents which are expressly incorporated or attached to these terms and condition or in a document subsequently signed by Us and referencing this transaction (all of which constitute the “Agreement”). An Order or release (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions), may be accepted, approved or filled by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing) notice is hereby given that Seller objects to any such terms or conditions in Buyer’s Order or other writing. Seller shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the Agreement by filling such Order or by failing to further object to Buyer’s terms or conditions.
2. We are a provider of barrel plating services (“Services”). Unless otherwise agreed in writing, we are not a seller of goods and do not purchase or take title to any goods provided to us for Services.
3. Quotations are only for Services specifically listed on the Quotation. Any studies, test parameters, special instructions, etc. not listed on the quotation, whether required by spec or Buyer, must be agreed to in writing and may incur additional charges. We do not perform certain types of testing (e.g. Hydrogen Embrittlement, Torque-Tension, Cyclic Corrosion). If any testing is required beyond the scope of our A2LA accredited lab, Buyer must take responsibility for performing it.
4. All quotations are subject to sampling. We reserve the right, at our option, either to reject work or revise our price quotation should any unforeseen complications arise which are not apparent during the initial quote.
5. Payment for Services is due within 30 days of our invoice date. All amounts not paid when due shall incur a carrying charge of 1.0% per month
6. Prices are subject to any surcharge(s) in effect at the time of processing.
7. Our sole warranty is that we will use reasonable care consistent with our general standards in performing the Services. WE MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY WRITTEN OR ORAL, AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF WORKMANSHIP, INDUSTRY STANDARDS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.
8. Your exclusive remedy for any breach of warranty is either, in our sole discretion: (i) reperform the services for any goods that do not conform to the express warranty contained in this Agreement or (ii) refund of our finishing charges for the product directly damaged by our finishing. Our liability to you for any claim relating to the Services or otherwise relating to the Agreement (whether brought in tort, contract or otherwise) will not exceed our finishing charges. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES. You agree to defend and hold us harmless from all other loss or damage including liabilities and obligations to end users and others.
9. Your failure to indicate plainly and correctly the finishing specification in writing releases us from any liability.

10. Any material provided without specific, detailed information will be processed to generally accepted processing standards as determined by WPC.
11. Claims for errors, deficiencies, or imperfections will not be considered unless made within ten days after delivery. Rejected parts must be returned to us for rework with a copy of the original shipper/PO. **Rework for claims made after the ten day notification period or without the original paperwork will be rebilled.** You must maintain lot integrity once parts are shipped to you. We reserve the right to charge for rework for rejected parts if they are not properly traceable to the original lot number.
12. It shall be your responsibility to inspect the finished material upon its return to insure that our metal finishing has met your requirements and any claimed deficiency must be presented to us prior to the time that any further processing, assembly or other work is undertaken. Further finishing on or assembly of parts by you or any other party shall constitute a waiver of any liability on our part.
13. You understand that barrel plating is a process that may result in variations in outcome, including but not limited to the conditions described in the following paragraph, and may not be suitable for your requirements. You are solely responsible for determining whether barrel plating is suitable for your requirements. You affirm that you have not relied on our skill nor judgment to select or furnish Services for any particular purpose beyond the specific express warranties in this Agreement. Seller does not warrant the Services will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranty in this Agreement
14. The following is a list, not meant to be all-inclusive, of conditions which may apply to the parts you asked us to quote and/or process. We consider the items on this list as part of our feasibility review, however, you must also review this list to determine if your parts may be affected by any of the following statements. If any of the conditions below apply, we cannot be held responsible for any damage or deficiency.

Nesting – Flat parts and parts that nest together may have areas with incomplete or missing plating, chromate and/or color. This condition cannot always be predicted from a print.

Tangling – Parts that are configured in such a way that they may tangle or interlock when tumbled will not plate properly. Parts may also become distorted, deformed or bent because of this. This condition cannot always be predicted from a print.

Crimping – If part is to be formed or crimped after plating, the plating may not completely adhere after this operation.

Welding – Welded parts, Brazed parts and Staked parts must fit tightly to one another with no gaps. Otherwise solution may get trapped which will leak out later and cause premature corrosion or other visual defects.

Threads – Some minor nicking or thread rolling may occur, especially on large diameter, soft parts.

Thread Gaging – We will not guarantee that threads will gage after plating unless agreed to in writing before processing.

Blind Holes – Blind holes may trap solution which may leak out later and cause premature corrosion or other visual defects.

Inside Diameters of longer parts or tubes may not be completely plated. This is inherent in the electroplating process.

Cuppy Parts or Recessed Areas – Cosmetic staining can occur when plating these types of parts. We cannot be held responsible for this condition and will not sort for it unless such activity is included in the price.

Mixed Lots – Dissimilar parts will plate at different rates. We cannot be held responsible for variation in plating thickness for mixed lots.

Dusting or starring of plated parts may be apparent.

Stripping – We cannot be held responsible for thread or other damage, including hydrogen embrittlement, on parts that you request us to strip and replate.

Visual – The plating we perform is a functional finish, not cosmetic. If visual standards are to be met, they must be agreed upon in writing at the time the quote is finalized. A film from sealants may be visible.

Colors – Colored coatings (red, orange, yellow, green, blue, violet and black) are for identification purposes only, not cosmetics. Color, shade, intensity and coverage may vary. Black color varies from dark iridescent to brown to black.

ZincNickel & Chrome-free Yellow – Color can vary dramatically with hues of purple, green, blue, yellow and white.

Parts made from certain steels (e.g. 4160) do not plate well. Some blistering may occur.

Parts with excessive heat treat scale, or scale from Hot Rolled steel may not clean or plate well. Some blistering may occur. If we must strip and replating to correct this condition, we will charge for it.

Small and/or Thin Parts – may stick in the lid or other crevices in the barrel causing a small percentage of unplated or partially plated parts. You may need to sort for this condition.

Dog-Bone Effect – Plating will generally be thicker towards the ends than at the middle of a part. This may lead to low plating thickness in certain areas, especially towards the center of larger/longer parts.

PPAP – If you need a PPAP on a first run item or annual validation, you must request it. If you do not request a PPAP, or if you do not agree to pay the PPAP charges, we will consider this a waiver of PPAP requirements by an authorized company representative. **All testing that is compulsory must be requested when quote is requested and must be included on the shipper delivered to us.**

Applicable Law and Jurisdiction: THE AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED UNDER THE LAW OF THE STATE OF MICHIGAN. Because this Agreement is for the performance of Services, neither the U.N. Convention on the International Sales of Goods nor Article 2 of the Uniform Commercial Code shall apply. THE STATE AND FEDERAL COURTS PRESIDING IN WAYNE COUNTY MICHIGAN SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT