

SUPERIOR METAL FINISHING & INSPECTION SERVICES SINCE 1981

MAGNETIC & PENETRANT SERVICES CO., INC. (MAPSCO)  
8135 1st Ave S Seattle, WA 98108 Ph: 206.762.5855



## Terms and Conditions

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- 1) **Warranty and Disclaimers.** Magnetic & Penetrant Services Co, Inc. ("MAPSCO") hereby warrants that all services provided by MAPSCO will conform to the written specifications and requirements contained in MAPSCO'S certification document.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY MAPSCO AND IS IN LIEU OF ALL OTHER WARRANTIES RELATING TO THE SERVICES PERFORMED OR MATERIALS USED BY MAPSCO, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO WORKMANSHIP, SUITABILITY OF MATERIALS, MERCHANTABILITY, OR THAT THE SERVICES OR MATERIALS PROVIDED ARE FIT FOR, OR MAKE THE PRODUCT SUITABLE FOR, A PARTICULAR PURPOSE. NO WARRANTY IS PROVIDED FOR WORK DONE ON A BEST EFFORTS BASIS.

- 2) **Best Efforts.** When MAPSCO offers surface treatment and inspection services for the purpose of salvaging parts for use on a "best-efforts" basis and no warranty is provided with respect to such services and processes. If the customer elects to engage MAPSCO to perform such services or processes, the customer shall have no remedy against MAPSCO if the results are not acceptable, regardless of the nature of the damage incurred by the customer.
- 3) **No Other Liability.** OTHER THAN THE REMEDIES PROVIDED HEREIN, MAPSCO WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OBLIGATION OR EXPENSE RELATED TO ITS SERVICES AND MATERIALS, WHETHER ARISING UNDER CONTRACT OR TORT, IN LAW OR IN EQUITY, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR OTHERWISE. IN ADDITION, MAPSCO SHALL NOT BE HELD LIABLE FOR ANY HARM RESULTING FROM APPLICATION OF THE WASHINGTON STATE PRODUCT LIABILITY ACT.
- 4) **Acceptance of Terms Required.** No agreement or contract for services is formed until customer accepts the terms and conditions herein set forth, and rejects all other terms and conditions not included in this list.
- 5) **Time for Acceptance or Rejection of Services.** All services provided by MAPSCO shall be deemed acceptable as performed or rendered unless MAPSCO is notified of the non-conformity or defect within 15 business days after the earlier of the time such non-conformity or defect (a) *is actually discovered*; or (b) *could reasonably be expected to be discovered with diligent inspection*.
- 6) **Remedies.** The customer's exclusive remedies for a breach of this warranty MAPSCO are the following:
- a) In the event a non-conforming part has been authorized by MAPSCO as suitable for rework based solely upon error of MAPSCO, then MAPSCO will refinish it at its own expense provided the non-conforming or defective part *is returned to MAPSCO within 15 business days of such authorization*.
  - b) Parts with threads or splines given to MAPSCO without gauges WILL NOT be refinished at MAPSCO cost, since coating or plating on these surfaces does not occur at a uniform rate, and without gauges to check the finishing, MAPSCO cannot warrant that the finished parts will meet customer specifications.
  - c) In the event that MAPSCO determines that a non-conforming part is not suitable for refinish, and the non-conformity is solely the fault of MAPSCO, as determined by MAPSCO or in the ruling from binding arbitration, it will pay (subject to Section 9 below) the customer an amount equal to the lesser of (i) three times the actual

MAPSCO processing charges for the non-conforming part or (ii) Purchaser's Cost.

- d) For purposes of Section 6(c) above, "Purchaser's Cost" shall mean:
- i) With respect to a part manufactured by our customer, the direct labor expenses incurred in manufacturing the part, plus direct material expenses incurred in manufacturing the part. Direct labor expenses shall include reasonable wages, payroll taxes and benefits actually paid by the customer, but shall not include indirect costs such as inspection, supervision, consumable supplies, overhead or depreciation. Direct labor expenses will be capped at a maximum of \$45.00 per hour. Direct material expenses shall mean reasonable expenses actually paid by the customer for materials, but shall not include such indirect expenses such as purchasing or freight.
  - ii) With respect to a part purchased by our customer, the actual purchase price, including taxes, of such part.
- e) If MAPSCO agrees to pay monetary damages under Section 6(c) above, or is ordered to do so in binding arbitration, MAPSCO shall be entitled to receive from the customer reasonable back-up documentation associated with the calculation of Purchaser's Cost. In exchange for payment of monetary damages, such non-conforming parts shall be delivered to, and become the property of MAPSCO.
- f) If MAPSCO and customer cannot agree on a resolution to a warranty claim, the customer's only legal remedy shall be binding arbitration, commenced by the aggrieved party, to be conducted with JAMS, WAMS, or succeeding arbitration and mediation service located in the greater Seattle area.
- 7) **Third Parties.** This warranty is provided for the benefit of our customer only and MAPSCO specifically disclaims any warranties to anyone other than our customers.
- 8) **Other Limitations.** This writing is the final, complete and exclusive expression of MAPSCO's warranty and remedies available to our customer. No oral or written statements made by MAPSCO employees or appearing in MAPSCO's promotional literature regarding the quality or attributes of the services provided by MAPSCO shall be construed as a warranty thereof. This Warranty Policy supersedes ALL terms and conditions documented on customer purchase orders regarding MAPSCO's warranty and liability.
- 9) **Method of Payment.** MAPSCO may, in its sole discretion, satisfy any monetary liability payable under Section 6(c) of this Warranty by a set off against amounts
- 10) **Waiver.** No waiver by MAPSCO of any of its right set forth in this warranty shall be construed as waiving any subsequent assertion of such rights.
- 11) **Choice of Law.** These terms and conditions will be interpreted pursuant to the laws of the State of Washington.