

**STATEMENT OF LIMITED LIABILITY**  
High Desert Heat Treating, LLC  
(Please Review Carefully)

ALL WORKS IS PERFORMED SUBJECT TO THE FOLLOWING TERMS:

You, as Buyer, have hired HIGH DESERT HEAT TREATING, LLC (the “Company”) to perform metal treating services. You, as the Buyer of metal treating services from the Company, understand and acknowledge that even after employing all the scientific methods known to the Company, HAZARDS STILL REMAIN WHICH ARE INHERENT IN METAL TREATING. You, as the Buyer of such metal treating services, agree that COMPANY’S LIABILITY SHALL NOT EXCEED TWICE THE AMOUNT OF THE CHARGES CHARGED BY THE COMPANY, AND PAID BY YOU, FOR THE WORK DONE ON ANY MATERIAL. You, as Buyer, agree and understand that the **LIMITATION OF LIABILITY** is not an exculpatory clause. The reimbursement and full liability of the Company shall not exceed twice the amount of the charges for the work done by the Company of any material. This is intended to reimburse the buyer for the charges and to fully compensate the buyer in the amount of the charges. This term applies to all work done by the Company except where otherwise Expressly agreed to in a written agreement signed by an authorized representative of the Company.

You, by contracting for metal treatment, AGREE TO ACCEPT THE LIMITS OF LIABILITY AS EXPRESSED IN THIS STATEMENT TO THE EXCLUSION OF ANY AND ALL OTHER LIABILITY. If you, as Buyer, propose a different or additional liability provision, the same must be agreed to in writing and signed by an officer of the Company before work is started or service approved. In such event, you understand that a different charge for services must be agreed on, reflecting the higher risk to the Company, and that no work will be started until both the Company and you, as Buyer, have signed an agreement setting forth the new charges and terms of liability. Otherwise, the terms set forth herein are binding on you, as the Buyer.

It is agreed by you, as Buyer, and the Company that the failure to discover a defect (AND NOTIFY THE COMPANY OF THAT DEFECT) within a reasonable period of time after the receipt of a shipment of heat treated material, not to exceed five (5) business days, will not void the limitation of liability contained in this agreement. IT IS YOUR OBLIGATION TO NOTIFY THE COMPANY IF YOU DO NOT AGREE TO THE LIMITATION OF LIABILITY CONTAINED HEREIN, AND A FAILURE ON YOUR PART TO DO SO IN WRITING BEFORE WORK STARTS WILL BE DEEMED ACCEPTANCE OF THIS LIMITATION OF LIABILITY.

The Company 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 stated above is specifically in lieu of any express or implied warranty, including any implied warranty of merchantability or fitness, and any other such obligation on the part of the Company.

The Company’s liability to you, as buyer, shall cease once any further processing, assembling or any other work has been undertaken by you or any third party.

No claims for shortage in weight or count will be entertained unless received by the Company in writing within five (5) business days after receipt of materials by you. 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 Company is given material with detailed instructions, as to treatment, the Company’s responsibility shall end with the execution and completion of those instructions. Failure by the Buyer 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. When the buyer provides specifications for the heat treating service to be provided, makes changes in the kind of material (i.e., proper alloy designation) to be treated, or changes the process to be used, the Buyer

specifically understands and agrees that this **LIMITATION OF LIABILITY** shall remain in effect, but that additional charges will be due and owing to cover the additional expense incurred as a result of changes made by the Buyer.

The Buyer agrees there will be **NO LIABILITY ON THE COMPANY IN CONTRACT OR TORT** (including negligence and strict liability) for any special, indirect or consequential damages arising from any reason whatsoever, including but not limited to personal injury, 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 Company.

No agent or representative is authorized to alter the conditions, except in writing duly signed by an officer of the Company.

The Company's services and work are expressly limited to the terms and conditions contained on the face and back of the Company's quotation, purchase order, sale acknowledgment or other forms. Any different or additional terms contained in any of the Buyer's forms are hereby deemed to be a material alteration and notice of objection to them is hereby given

Acknowledged on the following DATE: \_\_\_\_\_, 2018

\_\_\_\_\_  
Company Name:

Signed: \_\_\_\_\_

By: \_\_\_\_\_  
(print name)

Title: \_\_\_\_\_