

STRETCH SOLUTIONS STANDARD CONTRACT ACCEPTANCE TERMS AND CONDITIONS

1. *STRETCH SOLUTIONS* shall be responsible for providing only those processes and services specifically requested/required by the Customer purchase order or contract and quoted on *STRETCH SOLUTIONS* quotation. Complete “Build to Instructions” including engineering drawings, sketches, templates, Etc. must be provided by the Customer prior to commencement of any work. The material type, tolerances and applicable specifications for processing, when needed, shall be stated in writing and provided prior to any processing. Engineering/manufacturing tolerances are based on industry standards for sheet metal forming unless otherwise specified. Due to the nature of the forming process for formed sheet metal and extruded parts the customer agrees to a minimum of 5% material Scrap allowance or two pieces per line item whichever is greater. Liability of Scrap or damages, for anything above 5% and for any cause, shall be limited to the cost of *STRETCH SOLUTIONS*’ services or the cost of material, whichever is less, except by signed written agreement. Warranty will be assumed by *STRETCH SOLUTIONS* only when made in writing and signed by both Buyer and Seller. In such event, a higher charge will be made for our services. In addition, it is clearly expressed and understood that customer furnished material must be oversize (in width and/or length), as specified by *STRETCH SOLUTIONS*, to accommodate the stretch forming process. *STRETCH SOLUTIONS* is not responsible for unsatisfactory processing as a result of customer furnished nonconforming tooling and/or templates. It is the responsibility of the Customer to ensure that all tooling, templates and fixtures conform to applicable engineering and specification requirements.
2. *STRETCH SOLUTIONS* Lead Times commence after receipt and Acceptance of a written contract or purchase order including receipt of customer furnished material, a complete Build Package and tooling, as applicable. All tooling must conform to the latest engineering/design and must be capable of producing a part or assembly to the revision levels specified on the purchase order or contract. When applicable, Customer is to furnish a list of customer approved sources for processing.
3. Heat Treat and artificial aging process of aluminum alloys can be performed in-house in a non-certified environment. *STRETCH SOLUTIONS* adheres to standard commercial-grade techniques for these processes. We shall record the Webster readings before and after the age process and shall document the results accordingly. Please understand that these “IN-HOUSE” processes are NOT Certified by any industry organizations, is utilized for non-certified requirements only, and is priced accordingly. Any special documentation, certification or specification requirements must be requested at the time of quotation so that the associated costs can be included.
4. *STRETCH SOLUTIONS* may use SUB-CONTRACT VENDORS for heat treat and artificial aging processes who maintain Government, Military and Aerospace certified environments. These SUB-CONTRACT VENDORS utilize calibrated equipment and facilities that require certification to the strictest of standards to comply with any specification requirement. However, this certified processing is more costly, we will require specific requirements at the time of your request for quote. Additionally, this certified processing must be acknowledged in our formal quotation and purchase order acknowledgement process. In the event that processing is unsatisfactory as a result of metal imperfections, changes in grade or composition of materials, manufacturing or fabrication imperfections, the customer shall be obligated to pay *STRETCH SOLUTIONS* for the services performed, regardless of the parts’ or services’ outcome.
5. No claim for shortage in count will be entertained unless presented within 5 days of customer’s receipt of material. Unless otherwise agreed to in writing, claims of nonconforming materials, parts or services must be reviewed and agreed to by *STRETCH SOLUTIONS*’ management, at *STRETCH SOLUTIONS*’ facility. Claims for re-imburement for rework from Customer will not be considered unless *STRETCH SOLUTIONS*’ management specifically agrees to the rework, in writing, PRIOR to its performance.
6. All invoices payable by customer to *STRETCH SOLUTIONS* for processing or other services are offered at 2% discount if paid within 10 days or Net 30 days (OAC) from the date of invoice. Prices quoted are FOB Corona, CA. Quotations are valid for 90 days unless otherwise specified. A 1.5% late fee will apply on unpaid invoices in excess of 30 days.
7. In the event an account is placed in collections, customer agrees and promises to pay all reasonable collection expenses, attorney’s fees and costs.

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8. Quotations are based on the information received with the Customer RFQ. Expedite requirements, planning changes, engineering changes, split deliveries, PO (Contract) changes, inferior, incomplete, or nonconforming tooling or fixtures may result in additional fees. Tooling that does not suit or fit our machinery may also result in additional fees.
9. Acceptance: The purchase order (contract) submitted by the customer constitutes the complete and final contract and full acceptance of *STRETCH SOLUTIONS'* Standard Contract Acceptance Terms and Conditions.
10. Termination of the purchase order is the responsibility of the customer. Upon termination, the customer is responsible for the cost of work in process plus a 5% profit factor payable upon Customer's receipt of invoice.
11. No agent or representative is authorized to alter these Terms and Conditions.
12. Non-cancellation of PO (Contract), by customer, will be considered customer's acceptance of the Terms and Conditions noted herein.

The following Confidential Statement applies to all documents, data, forms, etc.

This information contains Confidential Information which may also be legally privileged. Any dissemination, distribution, or copying of this communication is strictly prohibited.