

STATEMENT OF LIABILITY ALL WORK IS ACCEPTED SUBJECT TO THE FOLLOWING CONDITIONS: (Adopted by the Metal Treating Institute.) It is generally recognized that even after employing all the science known to us and capable men with years of training, there still remain hazards in heat treating. Therefore, our liability to our customers shall not exceed twice the amount of our charges for the work done on any material, (first to reimburse for the charges and second to compensate in the amount of the charges), except by written agreement. Warranty will be assumed by us only when made in writing and signed by both you and us. In such event a higher charge will be made for our services. No claims for shortage in weight or count will be entertained unless presented within five (5) working days after receipt of materials by customer. No claim will be allowed for shrinkage, expansion, deformity, or rupture of material in treating or straightening, except by written agreement, as above, nor in any case for rupture caused by subsequent grinding. Whenever we are given material with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions. Failure by a customer to indicate plainly and correctly the kind of materials (i.e., make, brand, and grade of steel) to be treated, shall cause an extra charge to be made to cover any additional expense incurred as a result thereof. It shall be the duty of the customer to inspect the merchandise immediately upon its return, and in any event claims must be reported prior to the time that any further processing assembling or any other work has been done on said material. No agent or representative is authorized to alter these rules and conditions, except by writing duly approved by us.