

Expected Lead Times:

- a. Standard orders 5day- No surcharges
- b. Expedite orders 3days- No surcharges
- c. Overnight orders same day – may be subject to a surcharge of \$250.00 or up to 50% of invoice whichever is greater.

Expected Material Lead Times:

- d. Powder material custom color 7-21 days - depending on approvals needed - from receipt of PO and parts to Niklyn Corp.
- e. Standard Powder finishes non-stock 3-5days from receipt of parts.
- f. Paint matches 3-5days standard- (expedites possible if needed).

Our General Terms:

- a. No work will be started without a Purchase Order. This includes any new work that may come up during a current project. Any additional items sent will require a revised purchase order to be received or permission sent via email or in writing.
- b. In all cases work delivered to us at any of our facilities is construed as a valid contract and subject to our terms and conditions. Regardless of purchase order.
- c. If quantities or price on purchase order does not match price quoted, quoted values and completed quantities. Then quoted price and completed quantities are the value owed.
- d. Color matches and consistency is the burden of the customer unless agreed upon prior to and certified samples are signed and distributed to customer and Niklyn.
- e. Shipping charges based on \$2.00 and a fuel surcharge based on current fuel costs standard charges as quoted or 2.50 per mile. Unless other wised quoted. Plus all tolls and permit fees.
- f. Environmental fee of \$6.00 or 3%, whichever is greater on each invoice
- g. COD status when we are without completed and approved Customer Credit Application, If there is to be no product or nominal value is at our facilities then account will need to be paid in full via ACH prior to last shipment. No exceptions Net 15 or 30 Standard Terms upon approval. Faxed copy of check acceptable as COD. For established customer, progressive payments do not apply
- h. Progressive payments jobs 25% up front then weekly billings net 7 days from each billing in full and complete. All projects over 10,000.00 require 25% deposit of cost of materials and setup up front. Final payments due on delivery of final products without exception. All jobs under 5,000.00 are expected to be paid in full on pick up or delivery of product unless alternate payment arrangements are made, in writing, prior to job start.
- i. 1.5% per month fee accessed for outside of terms to a maximum of 24% - will accelerate to 2% per month if account goes 120 days past due.

- j. Accounts will be put on credit hold until they are brought back into terms (COD) and without exception. If there is to be no product or nominal value is at our facilities, then account will need to be paid in full via ACH prior to last shipment. No exceptions
- k. Customer will be required to pay all collection costs, including reasonable attorney's fees.
- l. Niklyn holds the right to apply payments to oldest open invoice regardless of remittance.
- m. No Prorated or General charges of any nature shall be made against Niklyn Corp. It is also agreed that "NO Hold backs or Retainage" will be made or accepted by Niklyn Corp or its affiliates.
- n. No warranties are implied or extended unless giving in writing; account has been paid in full, in a timely manner and without collection proceedings. Otherwise all warranties are void regardless of payments.
- o. Issuing of any PO or delivery (shipped) to our facilities infers agreement to these terms and conditions without exception or exemptions unless otherwise stated below and signed by both parties.
- p. All coating will be applied in a best effort and Niklyn is not responsible for inaccessible areas or failures from welds, or joints that do not allow for coating to penetrate properly. Coating failures do to dissimilar metals or welding porosity are not the responsibility of Niklyn or its affiliates.
- q. Hook location are required and hook marks may be expected in these areas. If no hook mark is allowed, then pricing will need to be adjusted for two coats or touch up of hook locations.
- r. Notice of unacceptable material must be made within 48hrs of receipt and all repairs are to be made by Niklyn or its affiliates. Niklyn hold the sole right to decide on repairing issue themselves or allowing an outside source to do so at an agreed upon price. If customer accepts materials and chooses to use a second source on repairs, then the current bill or invoice for items are still due to Niklyn in full without discount.
- s. Niklyn assumes no liability for chargebacks of any kind at any time.
- t. Niklyn is to be held harmless in all circumstances by customer.
- u. At no time, can Niklyn or its affiliates have any liability for more than what was the item price originally charged Niklyn. Niklyn Corp cannot assume liability of any kind for the cost of the part to be coated. In the event that damage of any kind is incurred, through any circumstance, our liability is strictly limited to the value added of our coating service for that individual item.
- v. In the event that any one or more of the provisions of these terms shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of these terms shall operate, or would prospectively operate, to invalidate these terms, then, and in any such event, such provision or provisions only shall be deemed to be null and void and of no force or effect and shall not affect any other provision of these terms, and the remaining provisions of these terms shall remain operative and in full force and effect, shall be valid, legal and enforceable, and shall in no way be affected, prejudiced or disturbed thereby.

Exception:

Exemption:

Left Blank intentionally

Niklyn Corp Company Policies

PURCHASE ORDERS: Every shipment should be accompanied by a purchase order, which should include:

- Customer name
- Quantity
- Part number, revision level & description
- Niklyn Corp powder number or powder specification
- Purchase order number.
- Quoted price

Please reference our original quotation number whenever possible for verification. Please note that missing or incorrect information can result in significant delays in order processing since we must search outside of our quotation database.

CUSTOMER SERVICE: Each customer is assigned a customer service representative upon receipt of the first order. The customer service representative is responsible for providing order status, delivery information, and all day-to-day inquiries regarding normal orders. New items received without a quote and process definition must be quoted and a process definition identified. This may cause your order to take longer to process. For this reason, we encourage our customers to obtain quotations through the Customer Service Department prior to sending parts to be coated.

NEW ITEMS: All new items not previously quoted must be quoted prior to processing. To avoid delays, a sample part or drawing should be forwarded to the respective technical Customer Service Department representative with part numbers, coating specifications and quantities. New items included with a shipment should be clearly tagged and identified on the accompanying paperwork to expedite pricing. Orders cannot be processed without a defined process and pricing.

MINIMUM CHARGE, Powder coat: All runs are subject to a minimum charge of \$200.00 plus materials and set-up for a single coat or \$325.00 for two coats if they are required. It may be necessary for NIKLYN CORP to combine smaller orders by color to maintain overall plant efficiency. Different parts of the same color may be combined to achieve the minimum charge.

MINIMUM CHARGE, Liquid: All runs are subject to a minimum charge of \$250.00 plus materials and set-up.

ADDITIONAL INSURANCE NEEDS, If additional insurance is needed for any reason on a project that cost will be pass through to customer. No hold backs of funds post project for requirements that were not previously agreed upon prior to project start.

PREMIUM CHARGE: in the event that an unusually short delivery time is required, NIKLYN CORP may request a premium in order to break from our schedule to fulfill the requirement. Typically, a premium of \$250 or more may be applied. NIKLYN CORP cannot guarantee that this opportunity is always available due to prior commitments made to other customers. Please contact your customer service representative prior to sending the material. A separate line charge should be entered on your purchase order noting the premium charge.

ENVIRONMENTAL FEE: All purchase orders are subject to an environmental disposal fee of \$6.00. or 3% whichever is greater.

PACKAGING: All incoming shipments should be packed to avoid any possible transit damage, i.e. scratches, dents, etc. Niklyn Corp will use best standard practices and materials to protect parts after coating but cannot accept liability for part damage due to improper packaging or transportation. Special methods, cartons, containers, or materials other than Kraft paper, are to be supplied by customer.

POWDER INVENTORY: Niklyn Corp will attempt to maintain the required inventory levels to meet your production requirements. However, communication to our Customer Service Department is critical to ensure that the required material is on hand. We encourage prior notification of upcoming orders to ensure that minimum inventory levels and reorder points are appropriate to meet your needs

STOCK POWDER: NIKLYN CORP stock powders are usually in house and available at all times and typically are being processed each week. These powders represent the best value for our customers as we make large quantity purchases allowing the most economical material cost. Additionally, NIKLYN CORP stock powders allow significantly reduced setup costs, providing an overall price reduction for our customers. Color samples are available upon request from your sales representative.

VENDOR STOCK POWDER: Our powder material suppliers typically have several standard stock powders that are available in 3-5 working days. Please contact your Customer Service Department representative for supplier color charts and samples of vendor materials.

CUSTOM POWDER: Should a custom powder be required; the customer is expected to purchase sufficient powder for their production runs plus 50lbs (hopper powder). The quoted price will subsequently reflect no powder material cost. Up to 1 ½ week lead-time depending on supplier maybe required for custom powders.

POWDER COMMITMENT: In the event, we are asked to special order a powder of any kind, the customer will be requested to sign a commitment letter acknowledging their financial responsibility for the powder. The powder will then be ordered and maintained at NIKLYN CORP for the sole use on that customer's orders.

STRIPPING: In the event we are asked to strip a coating previously applied by Niklyn Corp or any other coating source, the stripping charges will typically be two times the cost of powder coating plus the cost of any additional secondary operations that may be required as a result of the stripping operation. Stripping of customer product that is not be recoated by NIKLYN CORP is not allowed.

DAMAGED PART LIABILITY: Niklyn Corp cannot assume liability of any kind for the cost of the part to be coated. In the event that damage of any kind is incurred, through any circumstance, our liability is strictly limited to the value added of our coating service.

FREIGHT: All outbound freight is F.O.B. New Haven, CT and our truck is available for local pickup and deliveries at a nominal charge of \$50 per stop or as quoted. Please contact our Customer Service Department with your freight needs. Shipments damaged in transit are the responsibility of the customer and/or trucking firm. Incoming shipments must be prepaid. Collect shipments will not be accepted.

NIKLYN CORP cannot accept responsibility for defects related to coating over pre-painted or pre-finished materials.

RETURNS: All claims or adjustments must be made within 3 days of receipt of order. Returns will not be accepted without being accompanied by the required RMA (Return Material Authorization) number issued by Niklyn Corp customer service. Items to be returned for recoating are to be accompanied by date, invoice or packing slip number, and purchase order number of the original order. These items will be given priority service for the shortest turnaround time possible. In the event that we have determined that the rework is not the responsibility of Niklyn Corp but in fact related to another party, the parts will be returned untouched or reworked at the customer's expense and subject to quoted charges and standard rework policies found in this document.

TERMS: All orders for new customers will be processed on a COD basis until credit is established. We request that our new customers supply banking and three trade credit references. Our normal terms are Net 15 or 30 days, with finance charges applied to all past due accounts. Delinquent accounts convert to COD on future shipments. All first-time orders from newly established customers or ours are payment upon completion or as quoted and previously agreed.

CREDIT LIMITS: Each customer is assigned a credit limit based on supplied financial information requested by our accounting department. If credit limits are exceeded, shipments will be placed on credit hold until the issue is resolved.

Additional Terms:

1. Terms of sale are: Net 15 or 30days. Invoices not paid within such time are past due and subject to service charge of 1.5-2% percent per month.
2. Should this account upon default, be collected by or through an attorney at law, the undersigned agrees to pay reasonable attorney's fees in addition to the principal indebtedness and interest thereon.
3. Should purchaser be a corporation or partnership, for good and valuable consideration, including the extension of credit to the principal, the undersigned, whether officer, partner, agent, or otherwise agree that by execution hereof or behalf of the principal he or they is/ are personally liable, jointly and severally with the principal, as a guarantor(s) for the payment of all indebtedness or liabilities incurred pursuant to this agreement. Demand for payment and notice of indebtedness and default are expressly waived. In the event of default, each of the undersigned hereby assign to seller a sufficient portion of his homestead exemption to which he may be entitled under laws of the state of his residence to pay his obligation hereunder.

The terms and conditions hereof and the guarantee herein given shall continue in full force and effect until such time as the seller, Niklyn Corp shall receive from the undersigned written notice of revocation, and such revocation shall not in any way relieve the undersigned from indebtedness or liability incurred prior to the actual receipt by seller of such notice of revocation

4. It is agreed that the sales, whether invoiced to the purchaser in his or its individual, corporate or partnership name or in any trade name or in the name of any subsidiary company or in the name of any officer or agent, shall nevertheless be an indebtedness of the purchaser hereon stated.
5. Purchaser agrees to examine all invoices and statements promptly upon receipt and to notify seller immediately of any failure of delivery, shortage, discrepancy, or error, and further agrees that such invoice or statement shall be presumed correct unless he or it shall notify seller in writing of such failure of delivery, shortage, discrepancy, or error within thirty (30) days of his or its receipt of such invoice or statement, which shall be presumed to have been received on or before the fifteenth (15th) day of the month succeeding purchases.
6. Seller disclaims all warranties, express or implied, to the extent permitted.
7. Purchaser agrees to hold Niklyn Corp, and all divisions along with its affiliates Harmless from any Liquidated damages, and recourse.
8. Purchaser agrees to indemnify Niklyn Corps, all divisions and its affiliates.
9. No Prorated or General charges of any nature shall be made against Niklyn Corps, all divisions and its affiliates.
10. The maximum liability on any one item is the price we provided for services of that item. Niklyn Corps. accepts no liability above and beyond that amount. This includes but not limited to damages to that item, thief, losses or product failure.
11. In all cases work delivered to us at any of our facilities is construed as a valid contract and subject to our terms and conditions. Regardless of purchase order.
12. If quantities or price on purchase order does not match price quoted, quoted values and completed quantities. Then quoted price and completed quantities are the value owed.
13. Color matches and consistency is the burden of the customer unless agreed upon prior to and certified samples are signed and distributed to customer and Niklyn Corp.
14. Niklyn Corp. Hold the right to revoke payment terms at any time if we feel the financial situation of our customer has changed. Payment Terms are granted solely at our digression
15. Niklyn Corps. and its divisions and affiliates express no warranty on services unless in writing and signed by an officer of the Company.
16. All work will be processed and completed with the best effort. We assume no liability for cost due to late deliveries or completions. Unless otherwise stated in writing prior to the start of a project or Purchase order.
17. Niklyn Corps. and its divisions and affiliates have no control over the weather and other condition, which may arise from time to time. If a delay occurs due to, weather, national disasters, strikes, state of emergence, loss of power or gas we assume no liability for any delay, or losses that may have resulted from that occurrence or others.
18. No written warranty is valid until all invoices have been paid in full with good funds, in a timely manner. Any collections required will automatically void all writing warranties regardless of payments received.
19. Niklyn Corps. and its divisions and affiliates holds the sole rights to not enforce its company's terms or a term without forfeiting any futures rights or validity of any terms or terms thereto and there from
20. All sales are the direct liability of purchaser regardless of issuance or Purchase Order or formal documentation. The shipping of any product to Niklyn constitutes an agreement per all Niklyn Terms and Conditions as listed here and or as listed on all Quotes there too.
21. All special-order materials are to be COD or the responsibility of Purchaser (Customer) and shall be billed and paid for in full plus 15% regardless if purchaser uses materials. No Materials will be ordered without writing Purchase Order.
22. Purchaser agrees to immediately examine shipment and agrees to notify seller promptly of any errors in shipment and of any defective material supplied.

Niklyn Corp Terms, Conditions & Policies

23. Use of material shall constitute a waiver of any error in shipment or defect in material, which might have been determined by a prompt and diligent inspection thereof.
24. Seller retains title and security interest in all products until paid for, and in all materials until such shall lose its character as personal property.

CORPORATION NAME: _____

INDIVIDUALS & PARTNERSHIPS SIGN HERE:

By: _____
 President Individual Guarantor

By: _____
 Secretary
 - Treasurer Individual Guarantor

CORPORATE OFFICERS MUST ALSO SIGN AS
 INDIVIDUAL GUARANTORS

- Please include copy **State of Connecticut - SALES & USE TAX RESALE CERTIFICATE**, if applicable. Sales tax will accrue until received by Niklyn Corp.