MILNER'S ANODIZING

Anodizing and Chromate Conversion Coatings

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Statement of Policy

The members of the Metal Finishing Association and the National Association of Metal Finishers wish to inform or remind you of the established practices of the metal finishing industry in processing your materials. These practices have been formalized and unanimously adopted by the members of this Association and Milner's Anodizing (MA) as a Statement of Policy. It is generally recognized that even after employing all the science known to us, and capable persons with years of training and experience, there still remain hazards in the metal finishing fields. As a consequence, in order to avoid misunderstandings, we are hereby setting forth the below conditions under which your material will be accepted for processing:

1. Whenever we are given work for processing with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions. Type of material, tolerance and specifications for processing shall be declared in writing prior to our processing.

2. Our liability for any cause is limited to the lesser of the cost of either the direct labor and material of the product damaged by our processing or three (3) times our processing charges for the product processed. In the case of parts that have masking, our liability will be limited to one (1) times our processing charges for the product damaged by our processing. Compensation shall only be given in the form of credit towards future processing unless agreed otherwise in writing prior to processing the job.

3. Liability greater than that outlined in paragraph 2 above will be assumed by MA only when so agreed upon in writing. In such event a higher charge may be made for our services.

4. Parts, materials, etc. as processed by MA shall be presumed to be accepted as satisfactory by you if we are not notified of damages, shortages or other discrepancies within five (5) working days of your receipt of the same. Rejected parts must be returned to us for rework. Further processing or assembly of rejected parts, materials, etc., by you or any other party shall constitute a waiver of any liability on our part.

5. Where operations or processes performed by MA are in the nature of "salvage" or "salvaging" parts or material, the work is accepted on a "best effort" basis and no liability shall attach to MA unless previously agreed upon in writing prior to processing the job.

6. In the event that results of the metal finishing operation(s) are unsatisfactory due to metal imperfections, changes in grade or composition of materials, manufacturing and/or fabrication imperfections, usages for which the metal finishing operation was not reasonably designed, and similar variables over which we have no control, the customer would be required to pay the contracted amount for the finishing operation(s) performed.

7. An Environmental Fee will be added to all invoices.

8. This statement of policy supersedes all prior written or verbal terms and conditions. Furthermore, at the time and date material is processed, this statement of policy supersedes all other terms and conditions and is the sole document outlining MA's terms, conditions and liabilities under which we will accept material for processing.

In the event that credit is due to the customer within the above conditions, said credit will be given towards future work and shall not be paid by MA in cash.

We trust you will agree with us that the conditions above set forth are realistic and reasonable and that acceptance of the material for processing subject to such conditions will permit us to continue to provide high quality metal finishing at a fair and reasonable cost.