

WE, ZION INDUSTRIES, MAKE NO WARRANTIES AND SPECIFICALLY DISCLAIM ANY WARRANTIES, EXPRESSED OR IMPLIED, OF ANY KIND OR NATURE INCLUDING SPECIFICALLY ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AS TO THE PERFORMANCE OR CAPABILITIES OF THE MATERIAL AS HEAT TREATED, OR THE HEAT TREATMENT.

Customer ASSUMES THE RISK of damage or destruction of the material for any reason including, but not limited to negligence. Damage or destruction includes, but is not limited to, shrinkage, expansion, deformity, rupture or breakage. In no event are we liable for any consequential or incidental damages including, but not limited to, loss of profit or punitive damages for any damage to or the destruction of the material being heat treated.

Customer acknowledges that we do not have the ability to place a value on the material because among other things, we are not aware of the amount of time and effort expended with respect to the material prior to heat treating, or which will be expended after heat treating. Our charges are based upon the assumption the material has only nominal value, and our liability for loss or damage to the material is limited to the amount of our charges for heat treating the material. Our liability may only be increased to an amount equaling the value of the material provided if Customer has (1) expressly declared the value of the material to us in writing at the time of delivery to us, and (2) the Customer agrees in writing to pay any extra charges for our assumption of such additional liability. In no event will our liability exceed the value declared by Customer. In the event we are held liable to a third party for damage or for destruction to the material in any amount in excess of our charges for heat treatment, or if Customer has declared a value, in excess of Customer's express valuation, Customer agrees to pay us as additional compensation for the heat treating services performed, an amount equal to the amount of our additional liability.

ANY CLAIM FOR DAMAGE OR DESTRUCTION TO THE MATERIAL, OR FOR SHORTAGE IN WEIGHT OR COUNT, MUST BE PRESENTED TO US WITHIN FIVE WORKING DAYS AFTER RECEIPT OF THE MATERIAL BY CUSTOMER OR CUSTOMER SHALL BE BARRED PURSUING THAT CLAIM.

Because we have no control over or knowledge of the uses to which the material, as heat treated, will be put and therefore cannot reasonably foresee the existence of or protect against potential liabilities which may arise, we accept the material for heat treating upon the express condition that Customer indemnifies and holds us harmless from any claim, loss, damage or liability, including, but not limited to actual attorney's fees and costs incurred in the defense of any claim relating to or arising from any act or occurrence involving the material either during the heat treating process or subsequently as heat treated.

By delivery of the material to us, Customer acknowledges that we accept the material for the purpose of performing heat treating services in reliance on Customer's agreement to be bound by and solely upon the terms and conditions set forth herein. The conditions set forth herein replace and supersede all other agreements, terms and conditions, either oral or written made before or contemporaneous herewith. The terms and conditions contained herein may be modified or deleted only by writing signed by Customer and our President. No agent or employee has authority to alter, amend, or delete any of the conditions contained herein.

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