



# CTP CRYOGENICS

## Terms and Conditions

The following terms and conditions apply to all services provided by CTP CRYOGENICS ("CTP") to Customers regardless of when such services are performed.

- 1. Preparation.** All parts must be delivered to CTP in a disassembled state. CTP is unable to treat parts that are not disassembled. All parts must be delivered in a degreased state, except that trace amounts of oil can be accepted.
- 2. Delivery and Packaging.** It is the Customer's responsibility to have all parts delivered to CTP at the Customer's expense. CTP will not accept C.O.D. shipments. Customer is responsible for cost of return shipping as well as tax and duties.  
CTP is not responsible for any damage to parts during shipment. CTP doesn't insure parts for return shipping. If insurance for return shipping is required, the Customer needs to inform the required value to CTP in writing by or at the time of arrival of the parts to CTP return-ships the parts in the same package as received and the same or similar delivery service (Next Day Air, Ground etc.) as received unless agreed to otherwise. CTP charges additional \$15 for international shipping handling fee. It is the Customer's responsibility to make sure that the parts are packaged properly to avoid shipping damage.
- 3. Post Treatment.** Customer understands that when used parts are being treated that there may be unseen damage that our treatments may bring to the surface. The extreme temperatures and peening process typically reveal faults. Customers understand that media residue may be left in the treated parts and that the Customer is responsible to clean and remove any residues prior to use. Customers also understand that treated parts may oxidize if not assembled and/or treated with anti-oxidization measures promptly after processing by CTP. The Customer understands that it is Customer's responsibility to ensure that treated parts do not oxidize after the parts have been returned to them.
- 4. Specification.** CTP warrants that the treatment will be done to the treatment specifications agreed to by CTP and the Customer in writing. CTP MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, CONCERNING CTP'S SERVICES AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Remedies.** If the treatment provided by CTP does not conform to the specifications agreed to by CTP and the Customer in writing, CTP may, under its sole discretion, either re-treat the Customer's product to be in compliance with the agreed upon specifications or refund the service fee paid by the Customer to CTP SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS OF ANY KIND. In no event shall the aggregate liability of CTP to the Customer exceed the amount of fees actually received by CTP from the Customer for the order from which such liability arose.
- 6. Dispute Resolution.** In the event of any dispute that arises out of or relating to WPC's service to the Customer, the parties shall consult with each other and attempt to amicably settle same. However, if the parties are unable to amicably resolve the dispute, such dispute shall be resolved exclusively by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceeding shall take place in Los Angeles County, California.

### AGREED TO AND ACCEPTED

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

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