

TERMS OF LIMITED WARRANTY OF MICRO TECH MACHINE INC.

LIMITED WARRANTY: Micro Tech Machine Inc. warrants that it will perform its services in a good and workmanlike manner and that such services will be free from defects for a period of 90 days following the completion of the services provided however it shall be the duty of the customer to inspect the merchandise immediately upon its return, and all claims must be reported prior to the time that the merchandise is put to use or sold to others and before any further processing, assembling or other work has been done on said material/parts ("Warranty Period"). All claims for breach of warranty must be submitted in writing to Micro Tech Machine Inc. within the Warranty Period. The warranty is void if the merchandise is misused, abused, or modified following delivery of the merchandise to the customer.

MICRO TECH MACHINE INC. MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, THAT PARTS OR MATERIAL TO BE MANUFACTURED OR THAT ANY WORK OR SERVICE WHICH IT HAS OR SHALL PERFORM THEREON, INCLUDING HEAT TREATMENT, SHALL BE MERCHANTABLE OR FIT OR SUITABLE FOR ANY PARTICULAR USE OR PURPOSE, MICRO TECH MACHINE INC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED EXCEPT AS IS EXPRESSLY SET FORTH HEREIN ALL SUCH OTHER WARRANTIES BEING HEREBY DISCLAIMED.

Micro Tech Machine Inc. shall not be liable for any special, indirect, incidental or consequential damages in connection with the performance of any services by it or for the breach of any of the obligations owed to customer.

In the event Micro Tech Machine Inc. is legally liable for any cause or reason whatsoever, including, without limitation for breach of warranty, negligence or strict liability, the sole and exclusive liability of Micro Tech Machine Inc. and the exclusive remedy of customer or damaged person shall be the recovery of an amount not exceeding the amount of the charges for the service. If the customer desires its own provisions as to liability to be in effect, this must be agreed to in writing, signed by and officer of Micro Tech Machine Inc. before any work commences and in such event a higher charge may be imposed by Micro Tech Machine Inc. to account for the higher risk to Micro Tech Machine Inc. Micro Tech Machine Inc. also reserves the right to issue credit memos to the customer for warranty obligations.

Micro Tech Machine Inc. assumes no obligation to perform any type of metallurgical or laboratory testing of the materials upon which work has been performed or services have been rendered for hardness, cracks, tensile strength, and elasticity or otherwise as all such testing is the sole responsibility and obligation of the customer unless a duly authorized representative of Micro Tech Machine Inc. certified in writing that it has performed such tests separately. Micro Tech Machine Inc. shall have no liability for alleged shortage in weight or count unless claim therefore is presented within the five working days after receipt of the materials by customer and then only in the event such shortage in weight or count, if any, is verified by Micro Tech Machine Inc.

Micro Tech Machine Inc. shall have no liability for shrinkage, expansion, deformity or rupture of materials resulting from work done or services performed by it including heat treatment, straightening or otherwise except by written agreement nor in any case for rupture caused by or occurring during subsequent grinding, treatment or use by others. Failure by customer to indicate plainly and correctly the kind of material (e.g. make, brand and grade of material) to be used during the manufacture process shall cause an extra charge to be made to cover any additional expense incurred as a result thereof. No agent, employee or representative of Micro Tech Machine Inc. is authorized to alter, amend or waive these Terms and Conditions or to assume any other obligation or liability for Micro Tech Machine except in writing duly approved by an authorized office of Micro Tech Machine Inc.

The Customer, by requesting a service, agrees to accept the limits of liability as expressed in these Terms and Conditions to the exclusion of and shall be deemed to supersede, any and all provisions contained in any oral or written invoices, purchase orders, communications or documents previously or hereafter delivered, communicated or submitted by customer, including without limitation, any descriptive literature pertaining to the services, procedures, workmanship, facilities or methods of Micro Tech Machine Inc., unless such Customer's provision(s) is/are:

- Agreed to in writing, prior to the commencement of any work by Micro Tech Machine Inc. to which such provision(s) is/are to pertain.
- Signed by an authorized representative of Micro Tech Machine Inc.
- Dated after the date of the presentation of these terms and conditions to the customer. In such event, a different charge for our services, reflecting the higher risk to Micro Tech Machine Inc., shall be determined by Micro Tech Machine Inc. and submitted to the customer prior to the commencement of any work affected by the customer's provisions.