



Dav-Tech Plating, Inc.

Limitation of Liability

Dav-Tech Plating Inc. disclaims all warranties including without limitation warranties of merchantability, and/or fitness for particular use of purpose, or any other warranty contained in any other document of implied by law. Dav-Tech Plating Inc. does not guarantee that the chemical and other processes including the coating process shall be flawless or without limitation. It shall be the responsibility of the customer to inspect any and all parts received immediately upon receipt, and not to utilize or allow its customer to utilize same prior to said complete inspection. In no event shall Dav-Tech Plating Inc. be liable for incidental, consequential or special damages even if Dav-Tech Plating Inc has been advised of the possibility of any such damage. The liability of Dav-Tech Plating Inc. (whether under contract, Tort, or any other Theory of Law or Equity) shall be limited to the amount invoiced by Dav-Tech Plating Inc. related to the product. Dav-Tech Plating Inc. shall not be liable for any product utilized by a third party. The foregoing limitation of liability represents the allocation of risk of failure between the parties as reflected in the pricing hereunder and is an essential element of the basis of the bargain between the parties. The foregoing states the entire liability of Dav-Tech Plating Inc. with the respect to claims related to the services thereof.