



## General Terms and conditions of Sale Ionbond, LLC

**Version: 3.0**

**Date:** June 20, 2025

All the conditions set forth below are those on which Ionbond, LLC accepts items for processing. Delivery by any customer of any item to any Ionbond, LLC ("Ionbond") location or personnel constitutes the customer's agreement to such conditions. No other terms and conditions shall be binding upon Ionbond unless accepted in writing. Ionbond expressly rejects any general terms and conditions used by customer. Additional or different terms and conditions contained in any such Purchase Order (as defined below) will be null and void and do not bind Ionbond.

These selling terms and conditions apply to all transactions related to the PVD or CVD thin film coating of tools, parts or components, analytical testing on parts or coupons by any Ionbond coating location.

Ionbond coating service pricing includes consideration for item cleaning using water-based cleaning solutions and the coating of bright finished Ionbond's standard specifications using established coating recipes and procedures. Other pre-coat or post-coat operations (special cleaning, special edge preparation, polishing, special fixturing, etc.) are quoted and charged as extras when deemed necessary by Ionbond. All prices and terms will be detailed in a Purchase Order executed by Ionbond and customer (each a "Purchase Order").

All items submitted for processing should be free of rust, burrs, burn marks and other contaminants. All items should be free of prior surface treatments. Any work by Ionbond to correct inappropriate substrate surface conditions or to remove prior surface treatments is charged as an extra. Any unusual requirements (Masking, Thickness, Hardness etc.) need to be stated in the Purchase Order and if they are not stated, Ionbond shall use its standard operating procedures and Ionbond is not accountable for not meeting any of unstated/undisclosed requirements.

Ownership of fixtures as well as design of fixtures remains Ionbond property. Any new intellectual property, including innovations, discoveries, or developments, made during the course of our engagement shall be the sole property of Ionbond. All confidential information received from clients shall be kept confidential and not disclosed to third parties unless required by law or necessary for the fulfillment of service obligations.



For all items, item dimensions (width, length, height, and diameter) are determined by the largest physical measurement for that dimension across any part of the item. Standard credit terms are Net 30 days to qualified accounts. Should the customer wish to extend the credit terms, an additional fee of 0.5% will be applied for every additional 15-day period. All outbound shipments are FOB coating location and no freight allowed. All shipments to Ionbond must be freight pre-paid. Customers are responsible for insuring their shipments. Ionbond is not liable for any damages or losses during the transport. Collect shipments to any Ionbond location are not accepted. Where payment is not made within the terms set forth in the terms and conditions and Purchase Order, interest shall be owed at a rate of 1.5% a month, or the highest rate allowed by law, with effect from the first day following expiration of the payment term referred to in the terms and conditions; part of a month shall be considered a full month. Payments made by customer shall always be used first to meet all the interest and costs owed to Ionbond then applied to the Agreement. Customer is prohibited from payment setoffs as to alleged disturbance of, defect or error in the products and/or services or on any other account whatsoever. Customer shall be liable for all amounts which Ionbond incurs to collect payment, including without limitation, collection agency fees, reasonable attorneys' fees and arbitration or court costs. Ionbond does not accept any unilateral credit memos issued by the customer. Any credit adjustments or memos must be agreed upon in writing by Ionbond prior to issuance.

### **Payment by Credit Card**

Ionbond accepts payments via credit card. Please note that a transaction fee of 3.5% will be applied to all payments made using a credit card. Once a payment method is chosen, the customer agrees not to switch back to a different payment method for the duration of the agreement. By choosing this payment method, the customer agrees to pay the transaction fee in addition to the amount due for the services provided.

### **Upon execution of a Purchase Order, ALL WORK IS SUBJECT TO THE FOLLOWING CONDITIONS:**

It is generally accepted that despite using the best available science and technology and the best efforts of trained and experienced personnel, from time-to-time PVD and CVD coating and related processing (including heat treatment) may place certain tools, parts or components at risk. Typically, outside of the coater's span of control, these risks may be inherent to the processing requested or may be related to some known or unknown physical or metallurgical characteristic of the item. The level of risk may not be apparent until the completion of customer requested processing. Except as noted below, Ionbond does not accept liability for any direct, indirect, or consequential damages of any kind related to the processing and subsequent use of any item

processed by Ionbond unless it has been agreed to in advance in writing by an authorized signing officer of Ionbond.

However, if such loss of functionality or damage is a direct consequence of gross negligence action by Ionbond, Ionbond's liability is strictly limited as described below.

Ionbond warrants that the quality of its coatings and other services released to a customer is compliant with Ionbond internal standards. Alternatively, quality is compliant with customer standards agreed to by Ionbond in advance and in writing in a Purchase Order. Ionbond does not warrant or guarantee its services for any specific application or use and it is the customer's sole responsibility to verify the suitability of products to meet their specific need(s). It is also the customer's responsibility to fully inspect processed items upon receipt.

All claims on Ionbond, for any reason; must be submitted in writing within five (5) business days of the return of the item by Ionbond to the customer and before any further processing, assembly or work is undertaken to the item in question. Failure by customer to meet the aforementioned time period results in a waiver/release of such claims by customer.

## **Liability Limit**

Ionbond's liability to its customers is limited to the proven value of the parts, objects or tools directly damaged during grossly negligent processing by Ionbond, or two times Ionbond's processing charges for such items, whichever is the lesser. For mass production components, liability is the lesser of the coating charges or the customers internal value for the component. Charges for Ionbond services are based on this policy limiting our liability.

## **Claimed Shortages**

Ionbond will not, in any event, incur liability and customers waives all such claims for shortages or alleged damage to any item whether or not such damaged item is repairable, unless the following conditions are strictly observed:

- (a) Claimed shortages must be reported to Ionbond in writing within 3 working days from the delivery by Ionbond of the shipment of which the claimed missing items were a part.
- (b) It shall be the duty of the customer to inspect the item immediately upon its return, and in any event, claims must be reported prior to the time that any further processing, assembling or any other work has been done on or with said item.

- (c) Rejected items returned to Ionbond must be returned to Ionbond in the same condition as when delivered by Ionbond.
- (d) Alleged item damage must be reported to Ionbond in writing within 5 working days of the delivery Ionbond of the alleged damaged item.
- (e) Ionbond does not accept responsibility for any shortages or damage related to shipping and handling by common carrier or courier unless Ionbond has been grossly negligent in preparing the item for shipment.

## Other Claims

1. Customers waives/releases any claim for shrinkage, expansion, deformity or rupture of items as a consequence of any processing undertaken by Ionbond except by prior written agreement. This includes any case of rupture caused by or occurring during subsequent grinding.
2. Ionbond will not in any event be liable for alleged damage to items as the result of hardness tests unless Ionbond is specifically instructed in writing as to the method to use and the procedure to follow in making such tests, including the manner of preparation, and the area on which test is to be made, and Ionbond fails to follow such specific instructions.
3. No claim will be allowed for damage resulting from latent defects, hidden contamination in the item or hidden metallurgical defects that become apparent only after processing is complete.
4. Ionbond does not warrant that all items of a given lot are within the specification limits of hardness unless a 100% hardness test is requested and confirmed in writing, for which an additional charge will be made. In the absence of such special request, a hardness test will be made only on a random sample of items.
5. Because of the imperfection and unreliability of masking agents and standard techniques used in connection with PVD and CVD coatings, Ionbond does not warrant against leakage in any coating.
6. Application, dimensional and metallurgical suggestions given by Ionbond personnel are intended to be helpful only, and do not involve a warranty of a certain result if Ionbond suggestions are followed.
7. Whenever Ionbond is given items with detailed instructions as to treatment which must be listed in the Purchase Order, Ionbond's responsibility ends with the carrying out of those instructions based on commercially reasonable industry standards. Failure by the customer to indicate plainly and correctly the kind of material that any item is constructed of (i.e. type and grade of steel) relieves Ionbond of responsibility for any damage that may occur as a result.

Improper material specification may cause an additional charge to be made to cover any additional Ionbond expense incurred.

8. Ionbond shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, or strikes (Force Majeure). Any such delay or failure shall not constitute a breach of this Agreement.
9. For all Chrome plating supplied parts, Ionbond will not incur any liability for any damage like blisters on the chrome due to the hidden contamination below the chrome layer that will show up during our cleaning process or coating process.
10. CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD IONBOND, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF IMPROPER USE OF THE SERVICES OR THE GOODS, THIRD PARTY MODIFICATIONS OF THE SERVICES OR GOODS, OR BREACH OF THIS AGREEMENT BY CUSTOMER OR ITS USERS AND ANY DEFAULTS BY CUSTOMER UNDER THE PURCHASE ORDER OR THE TERMS AND CONDITIONS.
11. Customer is not permitted to assign, delegate or otherwise transfer the Purchase Order, the terms and conditions or any rights hereunder. Any such attempted assignment, delegation or transfer will be null and void. Ionbond is permitted at its sole discretion to assign the Purchase Order, the terms and conditions or any rights or obligations hereunder to any third party, without giving prior notice.
12. The exclusive places of performance shall be the respective Ionbond plants listed in the order acknowledgement. All legal relationships between the parties shall be governed by the law of the state Delaware. The applicability of the UN Convention of 11 April 1980 on Contracts for the International Sale of Goods is excluded. The exclusive jurisdiction for all disputes between the Customer and Ionbond shall be the competent State or Federal courts of the State Delaware. Any disputes arising under or in connection with these terms and conditions shall be resolved through binding arbitration, conducted in accordance with the rules of the American Arbitration Association. The arbitration will take place in the State of Delaware, and the decision of the arbitrator shall be final and binding on all parties.

## Data privacy

Ionbond is committed to protecting your personal data. We collect and use information such as your name and contact details to provide and improve our services, communicate with you, and fulfill legal obligations. We do not sell your data. We may share it with trusted partners who assist



in delivering these services, under strict privacy terms. You have rights to access, correct, or delete your personal data. For inquiries, contact us at [dpco@ionbond.com](mailto:dpco@ionbond.com).

### **Authority**

None of the above conditions can be modified or abrogated in any particular way by anything contained in an invoice, delivery slip, or other paper or document, whether or not signed by an employee of Ionbond unless this statement of policy is expressly referred to. The particulars in which the terms above are to be changed must be expressly stated, and such invoice, delivery slip, or other paper or document must be signed by a duly authorized officer of Ionbond. Any promise or commitments in relation to quotations or orders are made subject to any acts or demands of any government with jurisdiction.

### **Revision of the Terms**

Ionbond reserves the right to update these terms at any time without prior notice. The latest version will be posted on our website and will take effect immediately upon posting.

### **Accessibility and Inclusion**

Ionbond is committed to providing accessible services to all clients, including those with disabilities. We strive to comply with applicable accessibility laws and regulations.