TERMS AND CONDITIONS OF HOT-DIP GALVANIZING SERVICES

Pacific Galvanizing, Inc.

These Terms and Conditions ("Terms") govern all galvanizing services performed by Pacific Galvanizing, Inc. ("Pacific Galvanizing" or "the company") for Customer. "Customer" means the person or entity requesting the services, delivering or causing material to be delivered to Pacific Galvanizing, or otherwise responsible for payment for the services. Customer may or may not be the fabricator, owner, contractor, or end user of the material. Customer represents that it has authority to submit the material for galvanizing and to agree to these Terms.

These Terms apply to all services performed unless expressly modified by a written instrument signed by an authorized officer of Pacific Galvanizing.

Order of Precedence. These Terms take precedence over and supersede any terms and conditions contained in or referenced by any purchase order, request for quotation, order confirmation, shipping document, or other document issued by Customer, whether issued before or after these Terms. Pacific Galvanizing's acceptance of any order is expressly conditioned on Customer's assent to these Terms, and Pacific Galvanizing hereby objects to and rejects any additional, different, or conflicting terms proposed by Customer. No such Customer terms shall be binding on Pacific Galvanizing or form part of the agreement between the parties unless expressly accepted in a written instrument signed by an authorized officer of Pacific Galvanizing. Pacific Galvanizing's acknowledgment or acceptance of a purchase order, commencement of work, performance of services, or failure to object to Customer's terms shall not constitute acceptance of those terms. Customer's delivery of material to Pacific Galvanizing for processing, or acceptance of services, constitutes Customer's acceptance of these Terms.

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1. INDUSTRY STANDARDS AND COMPLIANCE

1.1 Applicable Standards

All galvanizing services shall be performed in accordance with the latest published revision in effect at the time of processing, including but not limited to:

- ASTM A123, ASTM A153, ASTM A767 (as applicable)
- ASTM A780 (touch- up and repair)

Zinc utilized in the galvanizing bath shall conform to ASTM B6 or ASTM B960. Remaining bath chemistry shall be determined at Pacific Galvanizing's discretion consistent with industry practice.

Customer Material Selection and Fabrication will adhere to:

- ASTM A384, ASTM A385 (design and fabrication)

In the event of conflict between standards, Pacific Galvanizing's reasonable interpretation shall govern.

1.2 Inspection and Certifications

Inspection shall consist of visual examination and may include magnetic thickness gauge measurements.

Certification papers, including certificates of compliance, documents containing measurements, or any other documentation or certifications must be requested prior to galvanizing. Additional charges may apply. Certifications can not be produced retroactively for material that has already been processed.

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2. CUSTOMER RESPONSIBILITIES

2.1 Design and Fabrication

Customer shall design and fabricate all materials in accordance with ASTM A143, A384, and A385. Failure to comply may result in distortion, excessive coating thickness, warping, or other inherent variations.

2.2 Venting and Drainage

Customer shall provide adequate venting and drainage suitable for safe hot-dip galvanizing and consistent with ASTM A385 and Pacific Galvanizing's venting and drainage requirements. Pacific Galvanizing may require additional or enlarged vent or drain openings before processing.

Pacific Galvanizing reserves the right to reject, delay, or suspend processing of improperly vented material. Customer authorizes Pacific Galvanizing to make reasonable venting, drainage, handling, or safety modifications when Pacific Galvanizing determines they are reasonably necessary for safe processing. Pacific Galvanizing is not obligated to perform such modifications. Any drilling, burning, or modification performed by Pacific Galvanizing shall be at Customer's expense.

2.3 Surface Condition

Customer shall deliver material free from paint, lacquer, welding slag, grease, oil, sealants, adhesives, stickers, heavy mill scale, excessive rust, and other contaminants that cannot reasonably be removed through standard galvanizing surface preparation. Materials or residues not removed by the standard cleaning process may result in bare or inadequately coated areas.

Pacific Galvanizing shall not be responsible for coating deficiencies resulting from undisclosed or concealed contaminants not reasonably detectable during standard processing.

2.4 Steel Chemistry

Steel chemistry significantly affects coating thickness and appearance. Pacific Galvanizing makes no warranty regarding final appearance. Coating characteristics resulting from steel chemistry shall not constitute a defect provided the coating otherwise complies with the applicable ASTM specification. Pacific Galvanizing does not perform metallurgical testing.

2.5 Indemnification

Customer shall indemnify, defend, and hold harmless Pacific Galvanizing from any claims, damages, liabilities, costs, or expenses (including attorney's fees) arising from:

A. Improper design, fabrication, venting, drainage, steel selection, or condition
B. Undisclosed steel chemistry
C. Post-galvanizing modification
D. Improper installation
E. Structural or load-bearing use of galvanized material

3. PROCESS-RELATED CONDITIONS

The following are inherent characteristics of hot-dip galvanizing and shall not constitute defects if ASTM standards are satisfied:

A. Handling marks from chain, wire, or hooks
B. Overlap lines, including visual differences, increased thickness, or roughness, from progressive dipping
C. Distortion or warpage
D. Zinc buildup on thermal-cut edges
E. Zinc flaking or peeling from thermal-cut edges
F. Thick coatings caused by heavy mill scale or reactive steel
G. Ash inclusions or minor surface roughness, provided the coating satisfies applicable ASTM acceptance criteria
H. Minor zinc runs or drips
I. Discoloration, dull, shiny, spangled, or otherwise non-uniform cosmetic appearance
J. Cosmetic appearance that does not interfere with the intended use of the product as defined by applicable ASTM standards
K. Variations in coating thickness attributable to steel chemistry, provided the finished coating satisfies applicable ASTM requirements
L. Differing appearances in coating on dissimilar material types

Material may be water-quenched or air-cooled at Pacific Galvanizing's discretion. Water quenching can facilitate rapid cooling for shipment and in some cases can retard the formation of storage stains. In some cases water quenching can place a residue on the galvanized surface that may inhibit paint adhesion or change the visual appearance of the material.

Pacific Galvanizing makes no warranty regarding paint or powder coating adhesion.

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4. TURNAROUND TIMES AND FEES

Turnaround times and processing times are determined at the time of material receipt, unless otherwise agreed. Quoted turnaround or delivery times are contingent upon material arriving prepared for galvanizing. All turnaround times are estimates only and are not guaranteed unless expressly agreed in writing by an authorized officer of Pacific Galvanizing. Pacific Galvanizing shall not be responsible for costs or damages arising from processing or delivery delays.

Use of the company's "expedited" service is contingent upon Customer and Pacific Galvanizing approval before material is delivered to Pacific Galvanizing.

A handling fee will be assessed when a customer picks up an order in an ungalvanized state, unless the order was unable to be galvanized due to the facility's weight or size limitations.

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5. PACKAGING AND SHIPPING

Packaging of material will be completed at Pacific Galvanizing's discretion unless agreed to in writing by an authorized Pacific Galvanizing representative. Packaging methods may include stacking, nesting, or bundling. Packing materials may include pallets, shrink wrap, metal or plastic bands, boxes or crates, and dunnage. Packaging provided by Pacific Galvanizing is intended for ordinary handling and transportation and is not represented as suitable for long-term storage, ocean transport, weather exposure, or other specialized uses unless specifically agreed in writing.
Completed material not collected within ten (10) calendar days after notification of completion may be subject to storage charges at Pacific Galvanizing's then-current rates.

Labeling of material after galvanizing, including stickers, tags, handwritten labels on material, or other identifying marks, is at Pacific Galvanizing's discretion unless otherwise expressly agreed to in writing by an authorized Pacific Galvanizing representative.

Shipping documentation and paperwork, including bills of lading, shipping releases, work orders, and any other documentation are at the discretion of Pacific Galvanizing.

Material transported by Pacific Galvanizing may be secured using chains or straps and may utilize dunnage or other means of securement. Material is loaded, stacked, and secured at the company's discretion.

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6. ACCEPTANCE AND CLAIMS

6.1 Delivery and Acceptance

Customer shall inspect material upon pickup or delivery for visible shipping or handling damage. Pacific Galvanizing shall not be responsible for coating damage occurring after material has been released from its possession. Any field repair or touch-up resulting from transportation, unloading, erection, fabrication, welding, cutting, or other post-galvanizing handling shall be the responsibility of Customer.

6.2 Notice of Claim

Customer must notify Pacific Galvanizing in writing of any alleged coating deficiency within ten (10) business days of delivery. Failure to provide timely notice constitutes waiver.

Customer shall provide Pacific Galvanizing a reasonable opportunity to inspect and cure any alleged defect prior to modification, installation, or repair by others. Customer shall not incur repair, replacement, removal, installation, or other costs on Pacific Galvanizing's behalf without Pacific Galvanizing's prior written authorization.

6.3 Exclusive Remedy

Customer's exclusive remedy shall be, at Pacific Galvanizing's option:

- Re-galvanizing of affected material; or refund of the galvanizing service fee applicable to the affected material.

These remedies are exclusive and in lieu of all other remedies, whether express or implied.

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7. DUPLEX COATING DISCLAIMER

Pacific Galvanizing supplies only the galvanized substrate. Proper surface preparation for paint, powder coating, or other post-galvanizing coating is the responsibility of the party applying the coating.

Pacific Galvanizing makes no warranty regarding adhesion, oxidation, or performance of paint or powder coating applied after material leaves Pacific Galvanizing's facility.

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8. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

Pacific Galvanizing's total liability shall not exceed the amount paid for the galvanizing services giving rise to the claim.
Pacific Galvanizing shall not be liable for consequential, incidental, indirect, special, or punitive damages, including:
Loss of profits, Loss of use, Material Costs, Field labor, Removal or reinstallation, Crane time, Scaffolding, Project delay, Liquidated damages, Third-party claims

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9. PAYMENT TERMS

Payment terms are Cash on Delivery (COD) unless otherwise agreed in writing by an authorized officer of Pacific Galvanizing.

Past due balances shall accrue interest at the maximum lawful rate.

Customer shall not offset, deduct, back charge, or withhold amounts owed to Pacific Galvanizing based upon any claim unless Pacific Galvanizing has expressly agreed to such adjustment in writing.

Any dispute regarding an invoice must be submitted in writing within ten (10) business days after the invoice date. Undisputed amounts remain payable according to the applicable payment terms.

Customer shall be responsible for reasonable collection costs, including attorney's fees.

Billing weights determined by Pacific Galvanizing shall govern.

Pacific Galvanizing retains a possessory lien on all material in its possession for unpaid balances, storage charges, and related costs.

10. FORCE MAJEURE

Neither party shall be liable for delay or failure in performance caused by events beyond reasonable control, including acts of God, labor disputes, governmental actions, power interruption, zinc or other supply chain disruptions, or extraordinary raw material increases.

11. TERMINATION AND SUSPENSION

Pacific Galvanizing may suspend or cancel processing and retain possession of material for unpaid balances until such balances are paid in full.

Unclaimed material may, following required notice and subject to applicable law, be sold, disposed of, or otherwise handled in accordance with Pacific Galvanizing's applicable lien and storage rights.

12. GOVERNING LAW AND VENUE

These Terms shall be governed by the laws of the State of California.
Exclusive jurisdiction and venue shall lie in the state and federal courts located in Alameda County, California.
The prevailing party shall be entitled to reasonable attorney's fees and costs.

13. STATUTE OF LIMITATIONS

Any action arising from services provided by Pacific Galvanizing must be commenced within one (1) year from the date of delivery.

14. RISK OF LOSS AND INSURANCE

Risk of loss or damage to the Customer's material while in Pacific Galvanizing's possession for galvanizing is governed as follows: Pacific Galvanizing shall exercise reasonable care in the handling of Customer material. Pacific Galvanizing recommends that Customers maintain adequate property insurance covering their materials while in transit and in third-party possession. Pacific Galvanizing's liability for loss of or damage to Customer material while in its possession is limited to the replacement cost of the unprocessed steel only, not to exceed the value of the service rendered.

15. LIENS

Pacific Galvanizing reserves and may exercise all rights available under applicable California law, including artisan's lien rights, with respect to Customer's material in its possession, until all outstanding invoices are paid in full. Customer's material may not be released until all amounts owed to Pacific Galvanizing are satisfied.

16. DISCLAIMER OF WARRANTIES

Except as expressly stated herein, Pacific Galvanizing disclaims all warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.

17. SEVERABILITY

If any provision of these Terms is held unenforceable, the remaining provisions shall remain in full force and effect.

18. ENTIRE AGREEMENT; PRIORITY

These Terms constitute the entire agreement between Pacific Galvanizing and Customer and supersede all prior agreements or understandings. If Customer purchase order terms conflict with these Terms, these Terms shall control unless expressly agreed otherwise in writing by an authorized officer of Pacific Galvanizing.

Acceptance of Agreement:
To be signed by an authorized signatory.

_____	_____	_____
Signature	Printed Name	Date
_____	_____	
Company	Title	