



Capps Manufacturing, Inc.  
2121 S. Edwards St.  
Wichita, KS 67213-1868  
United States of America

### Limits of Liability and Limited Warranty

The following are the Limits of liability and Limited Warranty of Capps Manufacturing, Inc. in regards to contract manufacturing services and finishing process's. Contract manufacturing services for the purpose of this document are defined as services subcontracted to Capps for specialized manufacturing operations, (forming, heat treat, finishing etc)to be performed by Capps with customer supplied material.

Limited Warranty. Capps Manufacturing, Inc. warrants that it shall perform contracted services in a professional and workmanlike manner and that such services shall be free from material defects. All claims under these Terms and Conditions 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 performed on said material ("Warranty Period"). All claims for warranty consideration must be submitted in writing to Capps Manufacturing, Inc. within 15 working days of receipt of the merchandise. The warranty shall be considered null and void if the merchandise is damaged due to the mishandling, or modified following delivery of the merchandise to the customer. Any request for compensation for rework to be performed by the customer must be agreed to in writing by Capps Manufacturing, Inc. prior to rework being accomplished. Any rework prior to written approval shall void any warranty consideration.

Capps Manufacturing, Inc. shall not be liable for any special, indirect, incidental or consequential damages in connection with the performance of any service by it hereunder or for the breach of any of the obligation owed to customer. The customer recognizes that there are certain hazards involved in the services performed by Capps Manufacturing, Inc. Accordingly, without the limitation for breach of warranty the sole and exclusive liability of Capps Manufacturing, Inc. and the exclusive remedy of customer shall be the recovery of an amount not exceeding one times the amount of the charges for the work performed (per detail or component) or services performed that gave rise to the liability. (Primarily, to reimburse for the charges and secondary, as compensation for all damages sustained by customer or any end user whether actual, general, incidental, indirect, punitive, consequential, special or otherwise).

If the customer desires its own provisions as to the liability to remain in effect, this must be agreed to in writing, signed by an officer of Capps Manufacturing, Inc. in such an event a higher charge will be made for our services. Capps Manufacturing, Inc. also reserves the right to issue credit memos to the customer for such obligations.