

# Baron Industries

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949 E. Mandoline, Madison Hts., MI 48071  
Phone 248-585-0444 Fax 248-585-0886  
E-mail admin@baronindustries.com

## Customer Acknowledgement Form

In an effort to ensure you, our customer, and Baron Industries, understand and are in agreement with the terms of this impregnation service relationship, the enclosed documentation will summarize and possibly clarify Baron Industries needs and expectations.

Find enclosed:

- |  |                                     |
|--|-------------------------------------|
| 1) Copy of work quote- including terms and conditions: | <i>Dated</i>                        |
| 2) Baron Industries Terms and Conditions of Sale:      | <i>Rev B, Dated 6.1.00</i>          |
| 3) Customer Authorization Form:                        | <i>Rev A, Dated 8.11.00</i>         |
| 4) Order Entry Form:                                   | <i>Rev: Original, Dated 9.15.00</i> |
| 5) Copy of Customer Specific Requirements:             | <i>if applicable</i>                |

Baron Industries would ask that you review this information. Should you have questions or issues with the enclosed policies, please contact Baron's Controller or the appropriate Member. All exceptions to the enclosed information must be submitted in writing and agreed upon by both parties. This Acknowledgement Form must be signed and returned prior to work beginning or continuing.

**Company:**

**Date:**

**Address:**

**I accept and agree with the enclosed information concerning the relationship arrangements with Baron Industries. Any concerns or disagreements I might have concerning this working arrangement have been addressed and agreed upon.**

**Name:**

**Title:**

Approved By: **Gene Muenchausen**

Date: 3.21.01

REVISION: Original

Originated By: RE Muenchausen

Date 3.21.01

Location: O\Forms\Admin Package

**MARCH 2001**

**BARON INDUSTRIES CONTACT LIST**

**Production Manager: Gene.Billie@baronindustries.com**

**Maint. Manager: Chuck.Wild@baronindustries.com**

**QC Manager: Juliet.Hartom@baronindustries.com**

**Office Manager: Vickie.Siegel@baronindustries.com**

**Shipping/Rec: Vickie.Siegel@baronindustries.com**

**Member: Sales Pete.Steixner@baronindustries.com**

**Member: Admin. John.Obrien@baronindustries.com**

**Member: Admin. Gene.Muenchausen@baronindustries.com**

**949 & 999 E. Mandoline  
Madison Hts., Michigan 48071**

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# Baron Industries

949 E. Mandoline

Madison Hts., MI 48071

Phone: 248-585-0444 Fax: 248-585-0886

E-mail: admin@baronindustries.com

Customer:

Baron Industries Contact:

Address: \_\_\_\_\_

Customer P.O. Number: \_\_\_\_\_

Phone: \_\_\_\_\_

P.O. Issued By: \_\_\_\_\_

Fax: \_\_\_\_\_

Date P.O. Issued: \_\_\_\_\_

E-mail: \_\_\_\_\_

Quote Requested: \_\_\_\_\_

Customer Contact: \_\_\_\_\_

Date Delivery Required: \_\_\_\_\_

<i>Print Rev.</i>	<i>Part Number(s)</i>	<i>Part Description</i>	<i>Quantity</i>	<i>Price/Piece</i>

## Contract Review Data:

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is prospect an existing Baron Industries customer?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is Baron Industries "Administrative Package" completed?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is credit check completed?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does Baron have capacity- production, warehouse, weight(lifting)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is special receiving inspection required? If so: Sample Size? _____ Frequency? _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are process and/or material certifications required?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there special "cleaning" requirements?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is leak testing required?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are any specifications required?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is PPAP submission necessary? completed?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any other special requirements- MUST comment:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there special Quality Control issues?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any special agreements- MUST comment:

### Quick Terms and Condition Review

Net 30 Days  
 FOB Baron Industries  
 Liability limited to twice processing charge  
 Parts must be clean- free of dirt, oil, grease, and other foreign contamination or a cleaning charge will be assessed  
 Minimum charge \$125.00/run(RTC) and \$250.00/run PMS-50E or 5110  
 Breakin Charge \$250.00 with prior written approval  
 Special "Weekend and Holiday Charges" for weekend and holiday scheduling  
 Process/Material/Military certifications \$75.00  
 Baron Industries Standard Terms and Conditions will apply unless prior arrangements are made and agreed upon by both parties

Approved By: *Gene Muenchausen*

Originated By: RE Muenchausen

Customer acceptance and approval to proceed:

Customer's Accepting Party's Name \_\_\_\_\_ Date: \_\_\_\_\_

Baron Industries Review Complete:

Baron Industries Accepting Party's Name \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_ REVISION: Original

Date: 9.15.00 Location: O\Forms\Order Entry

**BARON INDUSTRIES**

949 E. Mandoline • Madison Heights, MI 48071 • (248) 585-0444 • Fax (248) 585-0886

**CUSTOMER AUTHORIZATION FORM:  
BREAK IN CHARGE / WEEKEND OPENING CHARGE /  
OR MISCELLANEOUS CHARGE**

Customer Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person's Telephone Number: \_\_\_\_\_ Extension: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Instructions to Customer – Please complete the appropriate box, sign and return to Baron Industries before processing is scheduled to begin.

Break In Charge Authorization – \$250.00 Minimum Charge plus Regular Processing Charge

Processing Date: \_\_\_\_\_

Weekend Opening Charge Authorization – \$750.00 for Saturdays; \$1,500.00 for Sundays and Holidays plus Regular Processing Charge

Processing Date: \_\_\_\_\_

Miscellaneous Charge

Description: \_\_\_\_\_

Processing Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Authorized Customer Signature

Date

Customer: Must return form before work will be performed. Fax to 248-585-0886

Date: 8.11.2000  
Revision #A

Location: "NT Server" O:\ Forms

# Baron Industries

## Terms and Conditions of Sale

Rev: B Date: 6.1.00 Originator: RE Muenchausen

1. Stenographic errors are subject to correction.
2. Baron warrants that processing shall meet customer's agreed upon specification or one supplied in writing with the order. Baron warrants materials to be free of defects and to supplied specifications. If customer supplied specifications are to be followed, we will assume no responsibility for the correctness of the process or the results. In the advent of customer supplied materials being used in the process, Baron assumes no liability for subsequent failures or defects.
  - a. This warranty is expressly in lieu of all other warranties, expressed or implied. Our liability for any loss or damage of any nature, including without limit, direct, indirect and consequential damage, is limited to one and one half the processing cost.
3. We shall not be liable, whether as the result of breach of contract, warranty(merchantability, fitness, or other), alleged negligence, or otherwise, for special or consequential damages including, but not limited to, loss of profit or revenue, loss of use of delivered materials, or claims made against the customer for damages or penalties. Our charges are based on this policy limiting liability.
4. No claim for shortage in weight or count will be allowed unless made in writing and presented within three(3) working days after receipt of material or merchandise by the customer or consignee to whom it was delivered, provided however, a shrinkage of quantity in processing of two (2%) percent shall be allowed without charge of liability.
5. Any material or merchandise found, upon Baron's inspection, to be improperly processed shall be re-processed without charge provided:
  - a. that notice of defect is reported in writing within ten(10) working days from the date of delivery.
  - b. Baron is given the opportunity to inspect the material or merchandise prior to return.
  - c. materials or merchandise are returned in the same condition as originally shipped by Baron. Processing or assembly of any such rejects by customer or any other party shall constitute a waiver of any responsibility on Baron's part.
6. Unless written agreement is issued, Baron assumes no liability for any loss or damage to merchandise or material while in transit to or from Baron's facility(s), whether in trucks or vehicles owned by Baron, the customer, or any third party acting in Baron's or the customer's behalf.
7. In the event the processing results are unsatisfactory due to material deviations(changes in the grade or composition of quoted materials), manufacturing and/or fabrication imperfections, usage for which the process was not reasonably designed and agreed to, and similar variables Baron has no control, the customer would be required and agrees to pay the contracted amount for the service provided.
8. Baron reserves the right, at our option, either to reject work or make additional processing charges for materials below our agreed upon standard. Any additional charges must be agreed upon, in writing, by the customer.
9. Baron assumes no responsibility for materials previously processed by competitors, unless agreed upon in writing by Baron.
10. Baron reserves the right to increase the price based on changes in the quoted material, changes in the customer specifications, or changes in other prior agreed upon criteria.
11. Baron shall not, under any circumstances, be considered as an insurer of customer's material or merchandise and shall not be liable, regardless of cause, for loss by fire, explosion, theft, pilferage, vandalism, casualty or acts of God while such materials or merchandise is in Baron's possession. The provisions of this document may be altered or modified by separate agreement and any liability Baron may assume will be covered by a separate charge for such coverage.
12. Quotations are open for acceptance thirty(30) day from issuance(unless noted differently upon the quote). After thirty(30) days, prices and terms are subject to change without notice, unless otherwise specified.
13. All quotations, orders, or modifications thereof, are contingent upon and subject to any occurrences beyond Baron's control, including but not limited to, strikes or boycotts(whether occurring at our factory, your plant or factory, the plant or factory of any supplier, either of the customer, Baron Industries, or elsewhere), accidents, theft, fires, shortage of materials, or equipment, war, casualty, or acts of God, and Baron shall not be liable for failure to perform any agreement for such causes.
14. For special or experimental processing or finishing, Baron charges are not contingent upon the success of the work or the benefit derived therefrom by the customer.
15. Deliveries made by Baron on or before the specified time shall be deemed in full compliance with our agreement. Baron reserves the right to make partial or installment deliveries, for which the customer shall pay at the contracted price.
16. Special tools, racks, and fixtures required for the performance of the work herein described which has been designed and or built by Baron shall be and remain Baron property whether or not customer is charged for time, labor, and or materials in connection herewith.
17. In the event of customer's cancellation of order, the customer shall reimburse Baron for the work completed, work in process, tooling, and engineering expenses incurred in connection with such order.
18. All customer's merchandise in Baron's possession shall be subject to a general lien for all monies owing by the customer to Baron, whether or not due or payable, and whether or not such monies are owed to Baron for work, labor or services rendered, or materials or equipment used in connection with such merchandise.
19. During storage and transportation of customer's materials or merchandise, customer's containers used for delivery to Baron shall be used for reshipment to customer and any damage resulting from such use shall be at the customer's risk. Should customer desire other packaging or containers, Baron shall make available and charge for both material and handling and will provide such a service upon receipt of a written purchase order.
20. The provisions of the Uniform Commercial Code shall govern unless these Terms and Conditions provide to the contrary. All interpretation of the terms of the transaction between the parties shall be governed by the laws of the state of Baron's domicile.
21. The provisions hereof constitute the entire agreement between the parties. Any changes, alterations, waivers, or modifications with respect either as to the job performed or the terms of sale, or any other such matter set forth herein must be in writing and signed by a duly authorized representative of Baron Industries. These Terms and Conditions shall apply to this and any future orders or agreements for the processing of any materials or merchandise.

**Baron Network: OForms**