



[www.paulo.com](http://www.paulo.com)

[www.mypaulo.com](http://www.mypaulo.com)

Phone Numbers:

Cleveland: 440.946.5900  
 Kansas City: 816.861.7500  
 Murfreesboro: 615.896.1385  
 Nashville: 615.228.2526  
 St. Louis: 314.647.7500

| Customer Information |  |  | Return Shipping Instructions (Customer Specified)                               |  |                                      |  |
|----------------------|--|--|---|--|--------------------------------------|--|
| Company Name:        |  |  | Ship To:  |  | Address:                             |  |
| Contact Name:        |  |  | Freight Method:<br>(Check One) →  | Customer<br>Pick Up <input type="checkbox"/> | Paulo Truck <input type="checkbox"/> | Broker <input type="checkbox"/> 3rd Party Carri <input type="checkbox"/> Call<br>Customer <input type="checkbox"/> |
| Address:             |  |  | If 3rd Party:   | Carrier Name:                                | Account<br>Number:                   | Insurance<br>Amount:   |
| City/State/Zip:      |  |  | For Paulo Use Only  |  | Gross:                               | Count:   |
| Phone:               |  |  | Incoming Carrier:   | Tare:  | Container Type & Quantity:           |  |
| email:               |  |  | Check: Prepaid <input type="checkbox"/><br>one Collect <input type="checkbox"/> | Net:   | PIX                                  |  |
| One Required         |  |  | Receiver's Initials:  | "Test Pcs":                                  | Temporary<br>ID Number:              |  |

| Purchase Order<br>Number | Customer Reference<br>Number | Part Number & Rev | Part Name/Description | Quantity<br>(Pieces) | Weight<br>(pounds) | Case Depth, Hardness, Industry Spec, & Special Instructions (if<br>required) | Material | Requested<br>Completion<br>Date | Options   |
|--------------------------|------------------------------|-------------------|-----------------------|----------------------|--------------------|--|----------|---------------------------------|---|
|                          |                              |                   |                       |                      |                    |  |          |                                 | Certification<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |
|                          |                              |                   |                       |                      |                    |  |          |                                 | Certification<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |
|                          |                              |                   |                       |                      |                    |  |          |                                 | Certification<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |
|                          |                              |                   |                       |                      |                    |  |          |                                 | Certification<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |
|                          |                              |                   |                       |                      |                    |  |          |                                 | Certification<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |

Notes:  
 Standard Insurance is \$800/shipment. Specify in Return Shipping Instructions if you wish to have more insurance.  
 If Special Return packaging is required, please state this in the Special Instructions Section for each part.

IF STRAIGHTENING AFTER HEAT TREAT IS REQUIRED, PLEASE BE SPECIFIC. FOR BEST RESULTS, IDENTIFYING STRAIGHTNESS TO WITHIN A GIVEN DIMENSION IS BEST. FOR EXAMPLE: STRAIGHT TO WITHIN .030" IS A PREFERRED METHOD OF CALLOUT. TRY TO AVOID AMBIGUOUS PHRASES SUCH AS "HOLD AS STRAIGHT AS POSSIBLE".

**THIS ORDER IS BEING PLACED SUBJECT TO CONDITIONS ON REVERSE SIDE**

## Paulo Terms and Conditions

All quotes for Paulo Products Company are made under the following conditions unless otherwise noted in the quote letter corresponding to the given job:

1. **Receipt of Customer's parts to be processed per this quote denotes acceptance of our STANDARD PAYMENT TERMS AND CONDITIONS and our STATEMENT OF LIMITED LIABILITY.**
2. Any changes to procedures or specifications will necessitate an evaluation of the quoted price.
3. Distortion and size change can only be determined by processing initial articles. Paulo is not responsible for maintaining any specific dimensional tolerances and will charge for straightening based on an hourly rate.
4. Mixing is an inherent risk in processing in high production equipment. Paulo is unable to guarantee that parts will not be mixed with a small percentage of foreign material during processing, especially when processed in a belt furnace.
5. All prices are quoted pending the successful completion and evaluation of a sample lot of parts.
6. A lot is defined as all material received in a shipment that has the same part number, same heat of steel, same Purchase Order number, and which may be processed together without segregating or differentiating one group of parts from another.
7. Quotations are based upon processing all work during a 5-day workweek at regular-time labor rates. Prices do not apply to work that must be expedited per customer request or processed on overtime.
8. Parts, as received by Paulo, must be clean and free from dirt, rust, nicks, tooling marks, burrs, chips, debris, excessive oil or other contamination. If special cleaning is required to process the work, additional charges may apply.
9. All parts received in bulk should come from the customer in durable, stackable containers capable of bulk loading and unloading. If Paulo must dispose of containers, the customer may be charged a disposal fee.
10. The quoted price does not include any special handling, cleaning, testing (including tensile or mechanical), charts, certifications, straightening, packaging, hydrogen embrittlement relief, or hydrogen embrittlement testing, unless otherwise noted. Paulo assumes no responsibility for any hydrogen embrittlement of product.
11. Paulo is not responsible for performing any mechanical testing, such as tensile or Charpy, unless specifically agreed to in advance at time of quoting. Unless otherwise specified, Paulo will convert tensile requirements to a hardness value consistent with ASTM A370.
12. Paulo will process parts to our standard procedure and not to any industry, military, government or customer specification, unless specifically noted.
13. When complete information is not available concerning the parts to be processed, the quoted price will not apply to parts of unusual size or shape.
14. The convention for case depths is (T) for total and (E) for effective. Unless otherwise noted, (E) effective case is measured as that depth to which the case is harder than or equal to the equivalent of 50 HRC.
15. Salt spray testing results apply to typical parts as unloaded from Paulo's metal finishing process. Subsequent damage to the coating or including the part in an assembly may diminish the corrosion protection.
16. Terms of sales are COD until credit approval has been granted. Once credit is granted, all invoices are Due Upon Receipt, becoming past due 30 days after the invoice date.
17. All quotations may be withdrawn if not accepted within 60 days.
18. If the customer misidentifies the material of parts, the customer will be charged for all processing and any damage resulting to equipment.
19. Paulo cannot accept liability for reworking parts previously processed by the customer or another vendor.

**MTI STATEMENT OF LIMITED LIABILITY**  
**(Please Read Carefully)**

ALL WORK IS PERFORMED SUBJECT TO THE FOLLOWING TERMS:

THE BUYER OF METAL TREATING SERVICES FROM THE SELLER, UNDERSTANDS THAT EVEN AFTER EMPLOYING ALL THE SCIENTIFIC METHODS KNOWN TO THE SELLER, HAZARDS STILL REMAIN IN METAL TREATING. THE BUYER THEREFORE AGREES THAT SELLER'S LIABILITY SHALL NOT EXCEED TWICE THE AMOUNT OF THE CHARGES FOR THE WORK DONE ON ANY MATERIAL. THE BUYER AGREES AND UNDERSTANDS THAT THIS LIMITATION OF LIABILITY IS NOT AN EXCULPATORY CLAUSE. THE REIMBURSEMENT AND FULL LIABILITY OF THE SELLER SHALL NOT EXCEED TWICE THE AMOUNT OF CHARGES FOR THE WORK DONE BY THE SELLER ON ANY MATERIAL. THIS IS INTENDED TO REIMBURSE THE BUYER FOR THE CHARGES AND TO FULLY COMPENSATE THE BUYER IN THE AMOUNT OF THE CHARGES. THIS TERM APPLIES TO ALL WORK DONE BY THE SELLER EXCEPT WHERE OTHERWISE AGREED TO IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER.

THE BUYER, BY CONTRACTING FOR METAL TREATMENT, AGREES TO ACCEPT THE LIMITS OF LIABILITY AS EXPRESSED IN THIS STATEMENT TO THE EXCLUSION OF ANY AND ALL OTHER PROVISIONS AS TO LIABILITY THAT MAY BE SET FORTH IN THE BUYER'S OWN INVOICES, PURCHASE ORDERS OR OTHER DOCUMENTS. IF THE BUYER PROPOSES A DIFFERENT OR ADDITIONAL LIABILITY PROVISION, THE SAME MUST BE AGREED TO IN WRITING AND SIGNED BY AN OFFICER OF THE SELLER BEFORE WORK IS STARTED OR SERVICES ARE PROVIDED. IN SUCH EVENT, THE BUYER UNDERSTANDS THAT A DIFFERENT CHARGE FOR SERVICES MUST BE AGREED ON, REFLECTING THE HIGHER RISK TO THE SELLER AND THAT NO WORK WILL BE STARTED UNTIL BOTH THE SELLER AND THE BUYER HAVE SIGNED AN AGREEMENT SETTING FORTH THE NEW CHARGES AND TERMS OF LIABILITY. OTHERWISE, THE TERMS SET FORTH HEREIN ARE BINDING ON THE BUYER.

IT IS AGREED BY THE BUYER AND THE SELLER THAT THE INABILITY TO DISCOVER A DEFECT WITHIN A REASONABLE PERIOD OF TIME AFTER THE RECEIPT OF A SHIPMENT OF TREATED MATERIAL, NOT TO EXCEED FIVE (5) BUSINESS DAYS, WILL NOT VOID THE LIMITATION OF THE LIABILITY CONTAINED IN THIS AGREEMENT. IT IS THE BUYER'S OBLIGATION TO NOTIFY THE SELLER IF IT DOES NOT AGREE TO THE LIMITATION OF LIABILITY CONTAINED HEREIN AND A FAILURE ON THE PART OF THE BUYER TO DO SO IN WRITING BEFORE WORK STARTS WILL BE DEEMED ACCEPTANCE OF THIS LIMITATION OF LIABILITY.

THE SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AS TO THE PERFORMANCE OR CAPABILITIES OF THE MATERIAL AS TREATED, OR THE METAL TREATMENT. THE AFOREMENTIONED LIMITATION OF LIABILITY STATED ABOVE IS SPECIFICALLY IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND ANY OTHER SUCH OBLIGATION ON THE PART OF THE SELLER.

THE SELLER'S LIABILITY TO THE BUYER SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLING OR ANY OTHER WORK HAS BEEN UNDERTAKEN BY THE BUYER OR ANY THIRD PARTY.

No claims for shortage in weight or count will be entertained unless presented in writing within five(5) business days after receipt of materials by the Buyer. No claims will be allowed for shrinkage, expansion, deformity, or rupture of material in treating or straightening, except by prior written agreement, as above, nor in any case for rupture caused by or occurring during subsequent grinding. Whenever the Seller is given material with detailed instructions as to treatment, the Seller's responsibility shall end with the execution and completion of those instructions. Failure by the Buyer to indicate plainly and correctly the kind of material (i.e., proper alloy designation) to be treated, shall cause an extra charge to be made to cover any additional expense incurred as a result thereof, but shall not change the **LIMITATION OF LIABILITY** stated above. When the Buyer provides specifications for the metal treating service to be provided, makes changes in the kind of materials (i.e. proper alloy designation) to be treated, or changes the process to be used, the Buyer specifically understands and agrees that this **LIMITATION OF LIABILITY** shall remain in effect, but that additional charges for services will be due and owing to cover the additional expense incurred as a result of changes made by the Buyer.

The Buyer agrees there will be no liability on the Seller in contract or tort (including negligence and strict liability) for any special, indirect or consequential damages arising from any reason whatsoever, including but not limited to personal injury, property damages, loss of profits, loss of production, recall or any other losses, expenses or liabilities allegedly occasioned by the work performed on the part of the Seller.

**No agent or representative is authorized to alter the conditions, except in writing duly signed by an officer of the Seller.**

**The Seller's services and work are expressly limited to the terms and conditions contained on the face and back of the Seller's quotation, purchase order, sale acknowledgement or other forms. Any different or additional terms contained in any of the Buyer's forms are hereby deemed to be a material alteration and notice of objection to them is hereby given.**