Terms & Conditions of Service

Entity: NYD Livet Technologies Inc. dba Solimar Coatings
Location: Ventura, CA

1. Acceptance of Terms

By submitting an order, providing a purchase order, or delivering goods to Solimar Coatings ("the Company") for processing, the Customer ("the Buyer") agrees to be bound by these Terms and Conditions. These terms supersede any prior discussions or Buyer-issued purchase order terms unless expressly agreed upon in writing by the Company.

2. Condition of Materials

- **Surface Prep:** The Buyer is responsible for ensuring parts are delivered in a condition suitable for coating. Excessive grease, heavy rust, or existing coatings requiring additional stripping will incur extra charges.
- **Hidden Defects:** The Company is not responsible for defects uncovered during the cleaning or blasting process (e.g., pits, cracks, or "outgassing" from porous castings).
- **Heat Sensitivity:** Powder coating requires temperatures up to 180°C (450°F); stripping requires up to 425°C (800°F). The Buyer warrants that all materials submitted can withstand these temperatures without melting, warping, or structural failure.

3. Pricing & Payment

- **Estimates:** Quoted prices are estimates based on the information provided and may be adjusted upon physical inspection of the parts.
- **Minimums:** A minimum shop charge of $150.00 applies to all orders.
- **Terms:** Payment is due upon completion of the service and prior to the release of parts unless "Net" terms have been pre-approved.

4. Limit of Liability

NOTICE: *The following clause limits the Buyer's ability to recover damages. Please read carefully.*

- **Cap on Damages:** The Company’s maximum total liability for any claim—whether arising in contract, warranty, tort (including negligence), or otherwise—is strictly limited to three (3) times the amount actually paid by the Buyer for the specific service provided on the item(s) giving rise to the claim.
- **Exclusion of Consequential & Ancillary Loss:** The Company shall not be liable for any incidental, consequential, or punitive damages. Specifically, the Company is not responsible for, and will not cover, any costs associated with the installation, tear-down, removal, pick-up, transport, or delivery of any parts or materials, including but not limited to loss of profits, loss of use, "down-time," or cost of replacement parts.
- **Third-Party Liability:** The Company’s liability for damage to parts during processing is strictly limited to the cost of the coating service. The Company

does not provide insurance for the underlying value of the Buyer's parts unless a separate valuation agreement is signed and additional fees are paid.

5. Warranty & Claims

- **Limited Warranty:** The Company warrants that the finish will be free from defects in workmanship for a period of one year from the date of service. This warranty does not cover damage from chemicals, road salt, standing water, mechanical impact, or improper installation. Under no circumstances shall the Company be liable under this warranty for labor costs related to stripping, reinstalling, or transporting warranted items.
- **Inspection:** All claims for shortages or defective workmanship must be made in writing within 72 hours of receipt of goods and before the parts are assembled or installed.

6. Indemnification

The Buyer agrees to indemnify and hold harmless Solimar Coatings, its officers, and employees from any claims, losses, or legal fees arising out of the use of the finished product, specifically regarding any structural failure of parts that were subjected to the coating or stripping heat cycles.

7. Governing Law

These terms shall be governed by the laws of the State of California. Any legal actions must be filed in the courts of Ventura County, California.