



Thermionics Metal Processing, Inc.

ISO 9001:2015 Certified

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TERMS, CONDITIONS, & LIMIT OF LIABILITY

At Thermionics Metal Processing, Inc. (TMPI), we take every precaution to protect your parts from being damaged while they are in our possession.

1. **Receipt:** Received parts are sent through an Incoming Quality Control Inspection process for visual inspection. An internal record is maintained in the form of IQC report detailing incoming part condition. Upon inspection, if there is a nonconformity associated with the order, a Non Conformance Report will be generated and a copy will be provided to the customer with the pre shipment document file. Customers are to have orders pre qualified through an OQC inspection prior to shipment as a Non Conformance Report will result in a fee. TMPI does not qualify units/parts, orders for processing.
 - 1.1. If sent parts require any aspect of inspection outside of visual inspection such as dimensional metrology, a quote must be in place, the purchase order must state as such. In addition, a fee will be incorporated to the invoice in support of the dimensional metrology inspection leading to and including the testing equipment/tool, calibration, labor and administrative fee associated with the dimensional metrology report at TMPI's discretion.
 - 1.2. All parts received by TMPI must arrive in an enclosed box. If the customer requires for TMPI to retain and reuse the packaging material outside of standard cardboard boxes, the purchase order must contain a notation to retain and reuse sent packaging material. If post processed parts packaged to spec cannot be supported by the original packaging material, TMPI will proceed to package the order in standard cardboard boxes.
 - 1.3. Parts need to be securely packaged in a manner where parts will not impact one another during transit. TMPI is not liable for any damage being sustained to parts during transit. TMPI has the right to refuse the intake of orders with visible damage being sustained to the crates, boxes or pallets that parts are received in.
 - 1.4. All critical parts must be packaged in a manner where it cannot be damaged and labeled with a fragile/critical sticker. All parts that are susceptible to tarnish and oxidation must be contained in a manner that does not expose the parts to the direct environment. Black Oxide coated parts must be clearly announced through the purchase order reference during the time of delivery for TMPI to stage on the critical shelf which is the designated location for critical parts per internal process.
 - 1.5. All machined or manufactured units must come to TMPI in a pre cleaned condition, free from machining fluids, oils and grease. If new machined, manufactured parts are not pre cleaned, TMPI will pre clean parts to achieve desired end results per applied cleaning specification. A pre cleaning fee will be incorporated into the invoice as a result of the labor, supplies and chemicals utilized in the pre cleaning of sent parts. Pre cleaning is nonnegotiable as sent parts will introduce contaminants within TMPI's tanks. All new units must come with a schematic drawing of the part notating the material, finish, dimensions, cleaning spec, and packaging spec for each unit sent. Print revision level must align to the revision level stated on the purchase order. If the customer fails to provide print with the order in the hardcopy form regardless of order history, the order will be staged on hold under a Non Conformance Report, if the print is not provided upon request, the order will be sent back no work done as formalized through the Non Conformance Report.

If parts are determined to be disassembled in order to achieve desired results post processing, parts will be disassembled prior to process and reassembled post process by TMPI. The disassembly/assembly process will require to go through an RFQ to determine the fee associated with the assembly/disassembly before parts are sent to TMPI. TMPI's capability for disassembly and assembly is limited to manual installation of units only, no aspect of mechanical installation is supported by TMPI. The discretion at which units are disassembled is strictly at TMPI's discretion based on maintaining the cleanliness and integrity of the production tanks and baths along with the cleanroom environment.

1.6. All refurbished orders must come with a Processing Questionnaire.

******TMPI reserves the right to refuse any orders that are missing the above necessary information during pick-up or drop-off. The lead time for all refurbished orders is 20 Biz days.*

2. Purchase Orders: All orders coming in for cleaning must be accompanied with a purchase order and print in its hardcopy form. The lead time for all standard orders is 7 Biz days effective 01/01/2022. On every purchase order, the following is to be clearly notated:

2.1. Purchase order number

2.2. Ship to address

2.3. Shipping method (UPS-Ground, UPS-Red, FedEx-Overnight, FedEx-Ground), Logistics Account No.

2.4. Part number

2.5. Revision Level

2.6. Quantity

2.7. Cleaning spec

2.8. Packaging spec and packaging quantity per bag for hardware. If packaging quantity is not provided, TMPI will default to bulk packaging of sent units.

2.9. Vendor ID and serial number

2.10. Job Number, Order Number, Ink stamp

2.11. *If requested information is not provided, TMPI will reject the order at the customer's expense documented through a Non Conformance Report if the purchase order and print are not provided with the shipment.*

3. Quality Reports: Quality Reports comprise of any record produced by TMPI in support of the processed order:

3.1. *NCR: Non Conformance Report: 25% of the purchase order if the entire purchase order is rejected back no work done, OR 25% of the line item price if the line item is under an NCR.*

3.2. *COC: Certificate of Conformance: COC will be provided with each processed order confirming that the cleaning specification was applied in the processing aspect. However, any changes to the COC along with the request for additional copies after issue date will warrant a fee in the form of \$160.00 which is to be paid in full before a requested copy of the COC can be provided. Serial Numbers, Vendor ID, Job Number or any other special request references must be provided on the purchase order for it to be reflected on the COC.*

3.3. *First Article Test and Inspection Report: FA TIR will incur a fee of \$180.00, this request must be stated on the purchase order for TMPI to comply to. FA orders must be sent in through an RFQ.*

3.4. *POIS: Proof of Ink Stamp: Certificate for POIS must be requested for on the purchase order for the service to be provided. \$160.00*

3.5. *PCVS: Particle Cleanliness Validation by Swiping: PCVS request must be stated on the purchase order for the line of service to be provided. \$180.00*

3.6. *LPC: Liquid Particle Counting: LPC request must be stated on the purchase order for the line of service to be provided. \$260.00*

3.7. NVR: Non-volatile Residue: *NVR request must be stated on the purchase order for the line of service to be provided. \$260.00*

- 4. Limit of Liability:** In the event of a service breach the following terms apply enclosed rightfully at TMPI's discretion which is lead through an internal investigation:
 - 4.1.** The total liability for any metal part will not exceed three (3) times the price charged or quoted for cleaning.
 - 4.2.** The total liability for any quartz, ceramic, or glass part will not exceed the price charged or quoted for cleaning.
 - 4.3.** In the event of a service breach, TMPI shall lead an internal investigation which may be documented through a corrective action. If internal investigational findings support customer claim, a credit will be issued to customer account. No outlay in the form of cash payment will be imbursed, nor will replacements be purchased.
 - 4.4.** Liability may be accepted by TMPI strictly at TMPI's complete discretion supported through an internal investigation.
 - 4.5.** Any and all rework will be performed by TMPI, rework will not be outsourced. Rework charges will apply leading to and including tangible and intangible resources outlined on the invoice.
 - 4.6.** A Return Material Authorization:
 - 4.6.1.** Any return must be communicated to TMPI's Quality Department by way of email (QMS@tmpi.us). Provided RMA# must be referenced on the purchase order upon return. Any and all outlay concerning rework is at TMPI's complete discretion through internal investigational findings leading to and including the full charge against the original purchase order price. Rework taking place on orders that exceed 30 days from date of shipment will not be warranted an investigation, rework fee will apply.
 - 4.7.** Any damage that is sustained to the order as a result of a courier service provider breach is not covered under TMPI's liability, the claim must be made outside of TMPI to the appropriate courier service provider.
- 5. Quotations:** Quotations are valid for 30 days.
 - 5.1.** Effective 01/01/2022, Cu units units/orders will not be accepted for processing. *Only legacy Cu units will be accepted and processed through an RFQ.
 - 5.2.** Zero price orders must be sent to TMPI through an RFQ. Zero price orders will be rejected if shipped prior to quotation and purchase order in place reflecting quoted price.
- 6. Minimum:** TMPI's minimum charge for each order is \$160.00.
- 7. Payment Terms:** Payment terms are "Net-30 Days", with prior credit approval and established line of credit. If terms are not yet established, all orders will be COD until terms are approved.
- 8. Invoices:** Invoices over 30 days old will be charged a monthly finance charge of 1.5% per month or 18% per year.
- 9. Payment:** VISA®, Master Card®, and American Express®/Cash In Advance. TMPI does accept checks as a form of payment, but all checks must be mailed and or delivered to our facility. Our drivers no longer accept checks upon delivery.
- 10. International Customers/Shipments:** All international customer payment method is pre-payment, TMPI must receive a payment prior to shipping out the order. All international shipments will assess an international billing fee if TMPI has to generate shipping labels and commercial invoices

- 11. F.O.B.:** The F.O.B. (Free On Board) point is our facility in Hayward, CA, 94545 USA, unless quoted otherwise.
- 12. Cancellation:** Any request by customers for cancellation in total or part of any purchaser order must be approved at the sole discretion of TMPI. Cancellation of order does not apply when the order is in TMPI's possession.
- 13. Storage Fees:** Any parts ready for will call need to be picked up within 24 hours. If for any reason any finished order items are left on TMPI property for longer than 24 hours, a \$250.00 fee will be assessed for each day. Order will not be released until the storage fee is paid in full.
- 14. Expedites:** TMPI has the capacity to expedite orders upon approval from TMPI's Scheduling Department. The appropriate expedite fee will be provided after the request has been confirmed by the Scheduling Department. No Expedite will be scheduled unless a revised purchase order reflecting the expedite charge is provided by the customer in the form of approval (no email approval will be accepted). In order for TMPI to accommodate to the expedite request the following must be adhered to:
- 14.1.** Parts must arrive on TMPI dock by 2:00 PM, parts arriving after 2:00 PM will be considered as received to be expedited on the following business day.
 - 14.2.** All the necessary information needed from clause 1 and 2 of the Terms & Conditions must be adhered to.
 - 14.3.** LF, Kit/Assembly, Large Quantity line item purchase order: Lead time is 10 Biz days.
- 15. Special Facility Requirements:** Due to the current pandemic, onsite visits are prohibited, any gatherings must be through virtual means. Please allow a 48-72 hour window to accommodate to urgent meeting requests through any virtual platform.