



Detroit Testing Laboratory, Inc.



8720 NORTHEND AVE. OAK PARK, MICHIGAN 48237 (313) 398-2100

PROPOSAL

TO: CHARDON RUBBER INC.
273 Washington Street
Chardon, Ohio 44024

Attn: Robert Guy
(216) 285-2161

Date: March 19, 1987
Proposal Number: 6780-H-703-1
No. pages 2
Payment Terms: Net 10th/25th

Reference: phone inquiry
3-18-87

Description of Work:

Dear Mr. Guy:

This quotation lists the costs for conducting such tests as necessary to determine the conformance of exterior trim plastic and rubber parts to FBMS 1-30 requirements.

The prices shown include charges for all special set ups and costs to subject the indicated quantity of specimens to the tests described.

COST ITEMIZATION:

<u>Test Description</u>	<u>Specification</u>	<u>Quantity</u>	<u>Cost</u>
B. Accelerated Aging (U.V.)	FBMS 1-30	1	\$ 320.00
C. Weatherometer	FBMS 1-30	1	\$ 495.00
E. Humidity	FBMS 1-30	1	\$ 476.00
F1. Oven aging	FBMS 1-30	1	\$ 325.00
F2. Vinyl oven aging	FBMS 1-30	1	\$ 75.00
G. Cycle test	FBMS 1-30	1	\$ 260.00
H. Cleanability	FBMS 1-30	1	\$ 30.00
I. Resistance to Sulfur Ion Staining	FBMS 1-30	1	\$ 90.00
J. Compatibility	FBMS 1-30	1	\$ 150.00
K. Solvent resistance	FBMS 1-30	1	\$ 50.00
L. Detergent resistance	FBMS 1-30	1	\$ 50.00
N. C.A.S.S. test	FBMS 1-30	1	\$ 112.00
O. Impact resistance	FBMS 1-30	1	\$ 75.00
Data reduction and report:			\$ 55.00
		QUOTE TOTAL	\$2,563.00

Note: See terms and conditions on reverse side of this sheet

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TERMS AND CONDITIONS

The following terms and conditions apply to all work performed by Detroit Testing Laboratory, Inc. ("DTL"), unless specifically exempted in writing by an officer of DTL.

1. DTL represents to the client that testing is done in accordance with standard procedures as applicable and that reported test results are accurate within generally accepted commercial ranges of accuracy, unless a specific measure of greater accuracy has been agreed to in writing by DTL and the client.
2. DTL reports apply only to the specific samples tested under stated test conditions and test results are not necessarily indicative of the qualities of apparently identical or similar samples under apparently identical or similar test or operating conditions. DTL shall have no liability for any deductions, inferences or generalizations drawn by the client or others from DTL reports.
3. DTL performs services and hence its work and reports are not governed by the Uniform Commercial Code. Except as stated in paragraph 1, DTL disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. DTL assumes no liability for incidental or consequential damages of any nature whatsoever.
4. The client shall not advertise, publish or otherwise communicate in any manner, the name, the seal or servicemark, reports, test results, documentation or procedures of DTL, in whole or in part, without prior written approval of an officer of DTL. The client's actual or threatened failure to abide by this paragraph 4 may result in legal action by DTL for injunctive and other relief.
5. Payment for the services rendered is the obligation of the client issuing the purchase order or accepting the proposal. This obligation is not contingent on any specific result from DTL's services and may not be assigned without the written permission of DTL.
6. If services are to be supplied to a client who has not established credit with DTL, or in connection with a legal action, a retainer equal to the estimated cost is required with the order, which retainer may be applied at DTL's option to its final billings. The minimum retainer required for services to be performed in connection with a legal action is \$800.00.
7. If the service to be performed requires more than one month for completion, DTL will make monthly billings of the approximate percentage of the work completed each month, supplying with the interim invoice a progress report showing accomplishments to date. Terms of these interim invoices shall be net 10th/25th on receipt of invoice.
8. If the client desires forensic testing services, the client must mark each test sample and supporting document and the test authorization form conspicuously as "LEGAL". Unless otherwise indicated in writing, prices quoted or charged by DTL do not include charges for any court appearance, expert witness testimony, deposition or affidavit, or preparation therefor, in connection with forensic testing services. Such charges will be computed at DTL's then-prevailing hourly rates, plus expenses. All such charges must be prepaid by the client prior to such appearance, testimony, deposition or affidavit and, where required by law, advance court approval of charges must be obtained by the client at the client's expense.
9. In the event that DTL, as a result of an order or subpoena issued by a court, is called upon to produce or testify in respect to a report, it will advise the client of the fact and the time and place of the scheduled hearing, if reasonable advance notice is given to DTL. If the client has any objections to DTL complying with such order or subpoena, it will be the client's obligation to present such objections to the court at or prior to the time specified in such order or subpoena, and to give timely notice to DTL of the results.
10. Samples will be destroyed thirty (30) days after the date of the final report, unless the client indicates otherwise in writing and prepaids before the expiration of said thirty (30) day period the entire cost of storing, packaging and shipping the sample(s).
11. Prices quoted by DTL are subject to change if not accepted by the client within ninety (90) days, or if the work involved is not commenced within sixty (60) days of such acceptance through no fault of DTL.
12. DTL's liability for damage to or loss or destruction of the client's property while it is in the possession of DTL will be limited to the amount DTL has agreed to charge the client for the services in connection with which DTL has possession of the property.
13. Any order or agreement for testing services by DTL may be terminated by the client before completion thereof with DTL's written consent, in which event the client shall pay to DTL an amount to be determined by DTL as being sufficient to reimburse DTL for all direct and indirect costs and expenses, including (but not limited to) supplies, materials, labor, and overhead, incurred with respect to the order or agreement through the date of termination.
14. DTL shall not be liable for any failure or delay in performance which is caused in whole or in part by fire, flood, accident, riot, war, operation of law, government action, strikes or other labor disturbances, fuel shortages or any other cause beyond the control of DTL.
15. All contracts between DTL and the client shall be deemed to be made in and governed by the laws of the State of Michigan.

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