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# MTI

**METAL TREATERS, INC.**  
859 NORTH PRIOR AVE.  
ST. PAUL, MN 55104

TOOL & DIE HEAT TREATING  
SALT BATH NITRIDING  
COMPLETE HEAT TREATING SERVICES

## CUSTOMER INFORMATION

<b>COMPANY NAME:</b>		
<b>BILLING ADDRESS:</b>		
<b>SHIPPING ADDRESS:</b>		
<b>CITY - STATE - ZIP:</b>		
<b>TELEPHONE NUMBER:</b>		
<b>FAX NUMBER:</b>		
<b>Type of Business Organization (Check One)</b>		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership
<b>How long has company been in business:</b>		<b>years</b>
<b>Person to be contacted regarding:</b>		
<b>CREDIT:</b>		
<b>PURCHASING:</b>		
<b>ACCOUNTS PAYABLE:</b>		
<b>Major Trade Suppliers:</b>		
<b>Name</b>	<b>Contact Person</b>	<b>Fax #</b>
1.		
2.		
3.		
<b>Principal Bank:</b>		
<b>Bank Address:</b>		
<b>Contact Person:</b>		
<b>Sales Tax Exempt Number:</b> _____		
<b>(Please enclose a copy of your Tax Exempt Certificate)</b>		
<b>All Invoices are due and payable at 1% - 10, Net 30 Days.</b>		
<b>No statement will be sent.</b>		



# Certificate of Exemption

**Purchaser:** Complete this certificate and **give it to the seller.**

**Seller:** If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked, and remains in force as long as the purchaser continues making purchases, or until otherwise cancelled by the purchaser.

Check if this certificate is for a single purchase and enter the related invoice/purchase order # \_\_\_\_\_.

If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make multiple purchases for a specific job. Enter the exempt entity name and specific project:

Exempt entity name \_\_\_\_\_ Project description \_\_\_\_\_

Please print	Name of purchaser _____			
	Business address _____		City _____	State _____ Zip code _____
	Purchaser's tax ID number _____		State of issue _____	Country of issue _____
	If no tax ID number, enter one of the following:	FEIN _____	Driver's license number/State issued ID number _____	
			state of issue _____	number _____
	Name of seller from whom you are purchasing, leasing or renting _____			
Seller's address _____		City _____	State _____ Zip code _____	

Type of business	<b>Type of business.</b> Circle the number that describes your business.	
	01 Accommodation and food services	11 Transportation and warehousing
	02 Agricultural, forestry, fishing, hunting	12 Utilities
	03 Construction	13 Wholesale trade
	04 Finance and insurance	14 Business services
	05 Information, publishing and communications	15 Professional services
	06 Manufacturing	16 Education and health-care services
	07 Mining	17 Nonprofit organization
	08 Real estate	18 Government
	09 Rental and leasing	19 Not a business (explain) _____
	10 Retail trade	20 Other (explain) _____

Reason for exemption	<b>Reason for exemption.</b> Circle the letter that identifies the reason for the exemption.	
	A Federal government (department) _____	I Industrial production/manufacturing _____
	B Specific government exemption (from list on back) _____	J Direct pay permit # _____
	C Tribal government (name) _____	K <del>MPU exemption is no longer valid, repealed March 8, 2008</del> (for goods, or electronically)
	D Foreign diplomat # _____	L Direct mail _____
	E Charitable organization # _____	M Other (enter number from back page) _____
	F Religious or educational organization # _____	N Percentage exemption
	G Resale	<input type="checkbox"/> Advertising (enter percentage) _____ %
	H Agricultural production	<input type="checkbox"/> Utilities (enter percentage) _____ %

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY: If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of authorized purchaser \_\_\_\_\_ Print name here \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Metal Treaters, Inc.  
859 North Prior Avenue  
St. Paul, MN 55104

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

(Standards Adopted by the Metal Treating Institute, Inc.)

**ALL WORK IS ACCEPTED SUBJECT TO THE FOLLOWING CONDITIONS:**

It is recognized that even after employing all the scientific methods known to us, hazards still remain in metal treating.

THEREFORE, OUR LIABILITY SHALL NOT EXCEED TWICE THE AMOUNT OF OUR CHARGES FOR THE WORK DONE ON ANY MATERIAL (FIRST TO REIMBURSE FOR THE CHARGES AND SECOND TO COMPENSATE IN THE AMOUNT OF THE CHARGES), EXCEPT BY WRITTEN AGREEMENT SIGNED BY THE METAL TREATER.

THE CUSTOMER, BY CONTRACTING FOR METAL TREATMENT, AGREES TO ACCEPT THE LIMITS OF LIABILITY AS EXPRESSED IN THIS STATEMENT TO THE EXCLUSION OF ANY AND ALL PROVISIONS AS TO LIABILITY ON THE CUSTOMER'S OWN INVOICES, PURCHASE ORDERS OR OTHER DOCUMENTS. IF THE CUSTOMER DESIRES HIS OWN PROVISIONS AS TO LIABILITY TO REMAIN IN FORCE AND EFFECT, THIS MUST BE AGREED TO IN WRITING, SIGNED BY AN OFFICER OF THE TREATER. IN SUCH EVENT, A DIFFERENT CHARGE FOR OUR SERVICES, REFLECTING THE HIGHER RISK TO TREATER, SHALL BE DETERMINED BY TREATER AND CUSTOMER.

THE TREATER MAKES NO EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AS TO THE PERFORMANCE OF CAPABILITIES OF THE MATERIAL AS HEAT TREATED, OR THE HEAT 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 OF ANY OTHER SUCH OBLIGATION ON THE PART OF THE TREATER.

No claims for shortage in weight or count will be entertained unless presented within five (5) working days after receipt of materials by customer. 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 we are given material with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions. Failure by a customer 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.

Customer agrees there will be no liability on the treater in contract or tort (including negligence and strict liability action) 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 treater.

It shall be the duty of the customer to inspect the merchandise immediately upon its return, and in any event claims must be reported prior to the time that any further processing, assembling or any other work is undertaken.

OUR LIABILITY TO OUR CUSTOMERS SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLING OR ANY OTHER WORK HAS BEEN UNDERTAKEN ON SAID MATERIAL.

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

This (quotation/purchase order/sales acknowledgement) is expressly limited to the terms and conditions contained on the face and back thereof. Any different or additional terms contained in any of the buyer's forms are hereby deemed to be a material alteration hereof and notice of objection to them is hereby given.