

TERMS AND CONDITIONS OF SALE

1. **MODIFICATION / ENTIRE AGREEMENT**

This acknowledgement constitutes the entire agreement between the parties and no modification of the terms hereof shall be effective unless made in writing and signed by both parties. Insofar as the acknowledgement contains terms and conditions additional to and or different from Buyer's purchase order, the terms of this acknowledgement shall supersede all terms of Buyer's purchase order which are in conflict with this acknowledgement. Buyer shall have seven (7) days within which to object in writing to any such terms in conflict with Buyer's purchase order. The effect of such objections shall be to revoke this acknowledgement unless Seller agrees in writing to such Buyer's objections within ten (10) days of the date said objections are received by Seller.

2. **PRICES**

Prices, differentials and discounts are subject to increase or decrease without notice and orders calling for future delivery will be billed according to the increased price in effect at the time of delivery.

3. **STANDARD TERMS OF PAYMENT**

The discount period is ten days and period of payment is thirty days and shall begin on the date of shipment of the materials from the processor. Buyer shall immediately notify Seller of an incorrect invoice and shall return said invoice within five (5) days for correction. In the event Buyer fails to notify Seller of the incorrect invoice and return same to Seller within the time period specified above, the discount period shall continue to run from the date of receipt of the materials and/or invoice, whichever occurs first.

4. **BUYER'S CREDIT**

If the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, or Buyer is in default to Seller under this or any other contract, advance cash payment or satisfactory security shall be given by Buyer upon demand by Seller, and shipments may be withheld until such payment or security is received. Buyer shall make no deductions (including those for alleged damages) from payments due hereunder.

5. **PAYMENTS AND INTEREST ON PAST DUE ACCOUNTS**

Customer represents that Customer is solvent and can and will pay for the products sold to the customer in accordance with the terms hereof. If Customer shall fail to comply with any provision or to make payments in accordance with the terms of this contract or any other contract between customer and Seller, Seller may at its option defer shipments or, without waiving any other rights it may have terminate this contract. All deliveries shall be subject to the approval of Seller's Credit Department. Seller reserves the right before making any delivery to require payment in cash or security for payment, and if Customer fails to comply with such requirement, Seller may terminate this contract. An interest rate of 1-1/2% monthly (18% annual rate) or the maximum allowed by state law will be imposed on all past due accounts. If we take a customer to collections we have the right to charge them for reasonable collection fees and charge them interest.

6. **DELIVERIES**

Buyer shall furnish Seller with shipping instructions. Seller shall not be liable to Buyer for any damages claimed resulting from delay in shipment or delivery of the merchandise after the date of delivery specified herein. Seller may use its judgment as to the selection of a carrier and routings.

7. **CARRIERS**

The carriers are responsible for materials lost or damaged in transit, and in case of loss or damage en route, Buyer must immediately notify the carrier's agent at destination, in writing, in order to substantiate a formal claim when presented. The risk of loss shall pass to the Buyer upon the Seller's delivery to the carrier.

8. **TRANSPORTATION CHARGES**

Unless specified in Seller's order acknowledgement, price quotations do not include shipment costs. Except as otherwise agreed, delivery prices are computed by adding the cost of transportation to destination and any taxes paid by the seller. If goods are shipped freight prepaid, the charge for the freight shall be added to the invoice. Buyer may elect to pick up the goods, provided that the buyer does so within 10 days after buyer has been notified by Seller of the date of shipment, and the Buyer gives 24 hour notice prior to picking up the goods. Seller reserves the right to ship without further notification at any time after the ten day period. If such method of transportation is not available as requested, Seller reserves the right to use an alternative method of transportation, whether or not at the higher rate. In any such case, Seller shall notify buyer of any such changes as promptly as possible.

9. **LIMITATION OF LIABILITY FOR DELIVERY DELAYS**

Delivery dates are approximate. In no event shall Seller be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits, lost sales, or any other damages resulting from delay in delivery. ACCEPTANCE OF GOODS BY BUYER SHALL CONSTITUTE A WAIVER BY BUYER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELIVERY DELAY.

10. **NON-DELIVERY**

If Seller fails to ship the order, irrespective of the reason, within 90 days after the date of this acknowledgement, the Buyer's remedies shall be limited to the right to cancel the unshipped portion of this order providing the Seller has received notice of such cancellation in writing from the Buyer by Certified Mail, Return Receipt Requested, between the 90 and the 100th day after the date of this acknowledgement. In no event shall the Seller be liable for breach of contract or damages for failure to ship the goods ordered.

11. **CLAIMS BY CUSTOMER**

(i) Claims by Buyer with respect to damaged goods must be made in writing no later than 90 days of receipt of goods for visual damage (a) Within fifteen (15) days after tender of delivery to or receipt by Buyer of any shipment and before any part of the material (except for reasonable test and inspection quantities) has been changed from its original condition. Buyer shall inform Seller in writing if the material is found defective. Failure to so inform Seller or use of the material (except for reasonable test and inspection quantities) shall be conclusive that Seller has satisfactorily performed.

(ii) Seller's responsibility for defective materials, provided Buyer has complied with Paragraph 11(i), is to either replace such materials as proved defective or allow credit for their return at the Seller's option. Seller will not allow any claim for labor or expense occasioned by the use of defective material. In no event shall Seller be responsible for consequential damages.

(iii) Rust – Claim for rust (Red or White) will only be accepted within 10 days from date of shipment. Wet or Damp steel must be made within 2 days of shipment and must be accompanied with

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signed Trucker's Receipt showing that material was wet upon arrival.

12. LIABILITY

The Seller hereby disavows and disclaims any and all responsibility to Buyer to save Buyer harmless or to indemnify Buyer from and against all claims, suits (including counsel fees and other expenses of suits, whether groundless or not). Judgments and awards on account of any damage to property or injury (including death) to persons (including any damage or injury to the property or person of any employee of Buyer or Seller) which may occur or be alleged to have occurred due to the negligence or other fault of the Seller, arising out of or in connection with the performance of the order on the part of the Seller.

13. WARRANTIES

THERE IS NO WARRANTY REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY OF MERCHANTABILITY) EXCEPT THAT THE MATERIAL SHALL BE OF THE QUALITY AS SPECIFIED HEREIN AND NONE SHALL BE IMPLIED BY LAW EXCEPT AS OTHERWISE PROVIDED HEREIN. QUALITY SHALL BE IN ACCORDANCE WITH SELLER'S SPECIFICATIONS, IF ANY NO WAIVER, ALTERATION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF THE SELLER.

14. END USE

SELLER MAKES NO WARRANTIES AS TO THE FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE. FINAL DETERMINATION OF THE SUITABILITY OF THE MATERIAL FOR THE USE CONTEMPLATED BY BUYER IS THE SOLE RESPONSIBILITY OF BUYER, AND SELLER SHALL IN NO WAY BE RESPONSIBLE FOR THE SUITABILITY OF THE MATERIAL FOR ANY PARTICULAR END USE.

15. CANCELLATION

Subject to the provisions of Paragraph 6, an order once placed with and accepted by the Seller can be cancelled only with the Seller's consent and upon terms that will indemnify Seller against loss.

16. FAILURE TO PARTICULARIZE

Buyer agrees and covenants to send Seller, by Certified Mail, Return Receipt Requested, a written statement of the particular defects within five (5) days of a rightful rejection, and Buyer waives his right to reject by his failure to so comply.

17. TAXES

All increases in, and all taxes, excises or other governmental charges hereafter imposed on the production, sale or transportation of the material sold hereunder which Seller may be required to pay, shall be added to the price payable by Buyer.

18. STANDARDS AND TOLERANCES

Unless specifically agreed to in writing by Seller, all goods sold hereunder shall conform to industry standard variations and tolerances such as those described in full by ASTM International.

19. FORBEARANCE

Forbearance or failure of Seller to enforce any of these conditions, or to exercise any right accruing from any default of the Buyer, shall not affect, impair or waive the Seller's rights in case such default continues, or in case any subsequent default of the Buyer occurs.

20. CONTROVERSIES AND CLAIMS BY BUYER

Any controversy or claim by Buyer whatsoever, arising under or in connection with this contract, must commence not more than one (1) year after the cause of action has accrued, and shall be submitted and determined pursuant to the pertinent law statutes and ordinances of the State of Illinois.

21. DAMAGES

Buyer covenants and agrees to waive any claim against Seller for punitive damages or for consequential damages.

22. DENIAL OF RIGHT OF WAIVER

No officer, employee or agent of the Seller has the power, right or authority to waive any of the conditions or to change, vary or waive any of the provisions of this contract, nor shall any custom or course of dealings, with or without the knowledge of Seller, have the effect of changing, modifying or waiving any conditions or provisions of this contract unless made in writing and signed by authorized representatives of Buyer and Seller.

23. CORRESPONDENCE

Correspondence regarding this acknowledgement shall contain both the Buyer's and Seller's order number.

24. FORCE MAJEURE

In any event and in addition to all other limitations stated herein, Seller shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance which is (i) due to any act of GOD, the prior performance of any government order, any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law, local labor shortage, fire, flood, or other casualty, government regulation or requirement, shortage, or failure of raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Seller's reasonable control, whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.

25. STATUTE OF LIMITATIONS

The Customer and Seller agree that any action for a breach of contract, including any action for a breach of warranty, must be commenced within one year after the cause of action accrues.

26. PERMISSIBLE VARIATIONS

The products sold hereunder shall be subject to the Seller's standard manufacturing variations, tolerances, and classifications. Volume tolerances are subject to minus 10% or ordered volume plus 20%.

27. INTERPRETATION / APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Illinois.