

TERMS AND CONDITIONS OF PURCHASE

1. Buyer offers to purchase the goods described on the face of this Purchase Order. This Purchase Order shall be accepted by:
 - (a) Seller's execution and return of the attached acknowledgement copy; or
 - (b) Shipment of goods by Seller. Acceptance is expressly limited to the terms and conditions of this offer (these terms). Any term or condition in any form from Seller which has been, or at any time, may be received by Buyer and which is consistent with, addition to, or different from these terms is expressly rejected and shall not be applicable to the sales or shipment of goods.
2. Shipment of Goods/Risk of Loss:
 - (a) All goods shall be packed, marked, and shipped in containers which are suitable for the goods and are in accordance with the requirements of the carrier or as directed by Buyer. Shipment shall be made in quantities and at the time specified by the Buyer. Any goods not shipped by Seller or received by Buyer in accordance with these terms may be rejected by Buyer without liability to Buyer. The Buyer assumes no obligation for material shipped in excess of the quantities specified in the Purchase Order.
 - (b) Unless otherwise specified on the face of this Purchase Order, all sales are F.O.B. Buyer's place of business and Seller shall be fully responsible for the goods and bear all risks of loss or damage until they are delivered to the designated destination. If the sale is made F.O.B. shipping point, Seller shall be liable for any loss or damage claims which are declined by the carrier when this loss or damage is caused by Seller's failure to comply with the packing, loading, or other similar requirements of buyer or the carrier. Seller shall bear all risk of loss or damage to goods after Buyer's written notice to Seller of their rejection or cancellation of this Order. When freight cost is to be borne by Buyer does not specify the manner of shipment, goods shall be shipped in a manner to secure the lowest transportation cost;
 - (c) Buyer, from time to time, may change shipping schedules or direct that Seller temporarily suspend any shipments.
3. Delays. Time is of the essence of this Purchase Order. If delivery of goods is not made by the scheduled delivery date, if any, as provided on the face of this Purchase Order, then Buyer may cancel this Purchase Order and obtain the goods elsewhere, or may accept late performance or delivery and, in either case, Seller shall be liable to Buyer, for any loss or damage caused by Seller's failure to make timely performance or delivery including, without limitation, consequential and incidental damages and costs of obtaining replacement goods.
4. Inspection and Rejection of Goods.
 - (a) All goods shall be received by Buyer subject to Buyer's inspection and right to rejection. Goods shall not be considered accepted until, on inspection, testing or use, they are found to be in accordance with Buyer's specifications;
 - (b) If any goods are found at any time to be defective in material or workmanship or otherwise not in conformity with Buyer's specification, Buyer, in addition to any other rights, which it may have under warranties or otherwise, shall have the right to reject those goods in whole or in part. Rejected goods shall be held at Seller's risk for a reasonable time after their rejection and shall be returned or disposed of at Seller's expense according to Seller's instruction. No goods returned shall be replaced by Seller without written authorization from Buyer.
5. Warranties. In addition to all warranties which may be provided by law, Seller warrants that all goods furnished under this Purchase Order shall:
 - (a) Be free from defects in design, material, manufacture and workmanship for a period of one year;
 - (b) Conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted, or approved by Buyer, and
 - (c) Be merchantable and fit for the particular purposes intended.Seller also warrants that it is conveying good title to Buyer, free from any liens and encumbrances and no person has any rightful claim of infringement or violation or proprietary rights with respect to the goods. These warranties, including warranties provided by law, shall benefit Buyer and its successors, assigns, customers, and employees and shall survive acceptance of the goods.
6. Patents.
 - (a) SELLER SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS BUYER AND ITS SCESSORS, ASSIGNS, AND CUSTOMERS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES (including attorney's fees) ARISING OUT OF ANY ACTUAL OR CLAIMED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT OR PARTENS IN THE MANUFACTURE, USE OR SALE OF THE GOODS.
 - (b) If the goods are protected by a patent or patents owned by Seller and a decree or judgement has been entered by any court holding any patent or its claim invalid, or so limited in scope as to impair its protection commercially, Buyer may cancel this Purchase Order or any contract resulting from acceptance of this Purchase Order.
7. Materials.
 - (a) Buyer shall retain title to any technical information, trade secrets, samples, drawings, blueprints, patterns, items, and materials furnished or paid for by Buyer in connection with this Purchase Order. Seller agrees to hold all information disclosed by Buyer in confidence and to take all reasonable precautions to maintain its confidentiality. Any tangible items shall be held at Seller's risk and if lost, damaged, or destroyed, shall be replaced by Seller without charge to Buyer. These items shall be used exclusively in the production of the goods, and their use for any other purpose is prohibited unless previously approved by Buyer, in writing. These items are subject to removal by buyer from Seller's premises on demand, without cost to Buyer.
 - (b) Any material furnished by Buyer to Seller in connection with this Purchase Order for which no invoice is issued shall be deemed as held by Seller upon consignment for Buyer and Seller shall pay for any materials spoiled by it or for which seller has not otherwise satisfactorily accounted.
 - (c) In all other cases, any special technical information, drawings, blueprints, and patterns necessary for the design, production, or manufacture of the goods shall be furnished by and at the expense of Seller. These items shall be maintained by Seller and held at Seller's risk and shall be repaired and replaced by Seller when necessary without expense to Buyer. However, buyer shall have the option to purchase and take possession of any special items upon payment to seller of their unamortized cost.
8. Indemnity. SELLER SHALL DEFEND, INDEMNIFY, AND SAVE HARMLESS BUYER AND ITS SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS DAMAGE, COST OR EXPENSE FOR ANY ALLEGED OR ACTUAL PERSONAL INJURY, (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH SELLER'S FURNISHING OF GOODS. FURTHER, SELLER SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY BUYER AND ITS DIRECTORS, OFFICERS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS LIABILITIES, LOSSES, AND EXPENSES RELATING TO ANY AND ALL DAMAGES, (INCLUDING, WITHOUT LIMITATION, INJURY TO OR DEATH OF PERSONS AND DAMAGE TO PROPERTY) ALLEGEDLY OR ACTUALLY SUFFERED BY ANY PERSON OR PERSONS OR PROPERTY AND ALLEGEDLY OR ACTUALLY ARISING OUT OF OR INCIDENTAL TO DEFECTS AND MATERIAL AND WORKMANSHIP OR NEGLIGENCE IN THE MANUFACTURE AND SHALL PAY ALL COSTS, DAMAGES, JUDGEMENTS OR EXPENSES ARISING OUT OF THAT LITIGATION, INCLUDING BUT NOT LIMITED TO ANY COSTS, LIABILITIES, WHICH BUYER MAY SUFFER AS A RESULT OF ALLEGATIONS BY CUSTOMERS OR OTHERS FOR LOSS OR PROFITS, LOSS OF GOOD WILL OR ANY OTHER GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED BY BUYER IN CONNECTION WITH THIS PURCHASE ORDER OR ANY PRODUCT PURCHASED THEREUNDER.
9. Insurance. Seller shall procure and maintain full force and effect, at its expense, product liability, completed operations, and other insurance which is customary for similar sellers in the industry.
10. Termination. Modification or Cancellation:
 - (a) Buyer reserves the right to cancel this Purchase Order or any contract formed by the acceptance of this Purchase Order if (i) Seller fails to make deliveries of goods on or before the date specified on the face of this Purchase Order or if no date is specified then within a reasonable time period, or (ii) Seller breaches any terms of this Purchase Order.
 - (b) In the event of any proceedings by or against Seller, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee, or an assignment for the benefit of creditors, or if Seller is unable to pay its debts in the regular course of business, or its net assets, Buyer may cancel this order with liability of any kind to Seller.
11. Taxes. Unless otherwise provided in this Purchase Order, the purchase price(s) provided for in this Purchase Order shall include any and all federal, state and local taxes or charges of any kind or nature whatsoever which may be applicable to the manufacture, use or sale of goods.
12. Prices. The prices set forth on the face of this Purchase Order are firm, except for changes approved by written confirmation by Buyer's representative. No additional charges of any kind, including, but not limited to, packing cartage, storage, insurance or other extras will be allowed, without the express written agreement of Buyer.
13. Technical Information. Seller agrees not to assert any claim, (other than a claim for patent infringement) with respect to any technical information in which Seller shall have disclosed or may disclose to Buyer in connection with goods.
14. Remedies. The remedies of Buyer provided for in this Purchase Order shall be cumulative and in addition to any other or further remedies provided in law or equity including remedies for incidental or consequential damages. No remedy under this Purchase Order shall be deemed waived unless the waiver is made in writing and signed by Buyer. Waiver by either party of any default by the other shall not be deemed a waiver of any other or future default.
15. Governmental Regulation. Seller warrants that all goods shall comply with all applicable federal, state and local law, orders, and regulations, including without limitation for Fair Labor Standards Act of 1938, as amended, the Consumer Product Safety act and the Occupational Safety and Health Act. The terms of section of 202 of Executive Order 11246, as amended, replaced or superseded from time, are expressly made a part of this Purchase Order referenced as if they were repeated a length in it and all references to "Contractor" shall be deemed to be referred to and bind Seller. Seller warrants that the prices for the goods covered by this Purchase Order do not involve any discrimination within the provision of the Robinson-Patman Act or any similar legislation. Seller shall supply Buyer from time to time with any certificates, in the specified form, as may be required by any applicable law order or regulation or as Buyer may deem necessary or appropriate to establish Seller's compliance with any applicable law, order, or regulation.
16. Severability. In the event any provision or term of this Purchase Order or other contract arising from it shall be declared invalid or non-enforceable by a court of competent jurisdiction, all other provisions and terms shall remain valid and binding.
17. Applicable Law. The rights and obligations of the parties to this Purchase Order shall be determined by the laws of the State of Illinois. This Purchase Order and the contract arising therefrom shall be deemed to be made and performed in Illinois.
18. Limitation and Action. Any action or suit by Buyer arising in any way from this Purchase order of the contract formed by acceptance of it may be commenced at any time within four (4) years from the date on which the cause of action accrues which is the basis of the suit or action.
19. Arbitration. Any controversy or claim arising out of or relating to this Purchase Order, or its breach thereof shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held in Joliet, Illinois at the election of Buyer. The arbitration panel shall consist of at least three (3) arbitrators selected from a list of potential arbitrators proposed by AAA, at least two of whom shall have had experience with street warehousing, steel wire, or steel strip, ferrous metals or related fields.
20. Full Agreement. All previous oral and written communications of the parties for the sale of goods or services are rescinded by or contained in this Purchase Order. The terms and conditions cannot be modified, amended, or altered except by a written instrument signed by a duly authorized officer of Buyer.



Amstek Metal Purchasing Specifications for Coil and Strip

In addition to data specified on Amstek Metal Purchase Orders, all material must conform to the following requirements:

Packaging Specs:

Coil Size	ID:	16"-20"
	OD:	55" max
PIW:	200 min	500 max

Coil sizes outlined on Amstek Metal purchase orders supersede these requirements.

Samples: Full width coil samples are required for each coil with all shipments and must be traceable to each coil. If samples do not accompany shipment, a \$50 charge will be incurred for each sample Amstek Metal is required to cut.

Pancake Coils: Consistent winding direction must be maintained for packaging all coils on skids.

Max. Weight: 8,000# per coil / skid requiring fork lift unload
15,000# per coil utilizing overhead crane

Specifications: All material must certify to the latest revision of the specification listed (ASTM, AMS, or other as specified on purchase order).

Camber: Max camber allowed 1 ½" & under is ½" in 8 ft
Max camber allowed over 1 ½" up to 24" is ¼" in 8 ft

Restricted Substances: Amstek Metal requires our Suppliers to certify that all materials conform to RoHS requirements and contain none of the following Restricted Elements:

Lead	Hexavalent Chromium
Mercury	PBB – polybrominated biphenyl
Cadmium	PBDE – polybrominated diphenyl ether

Certifications: Packing list and material certifications must accompany each shipment.