

TERMS AND CONDITIONS OF SALE

- AGREEMENT.** The Seller offers to sell the goods set forth in the order resulting from Seller's documentation or acknowledgement upon these terms and conditions of sale which apply to the exclusion of any inconsistent or additional terms and conditions of Purchaser's order, acceptance or acknowledgement. These terms and conditions of sale and the contract formed by acceptance of them cannot be modified, cancelled, rescinded, or waived except by a written agreement in which the parties agree specifically to modify, cancel, rescind, or waive any of these terms or provisions signed by both parties, including an authorized officer of Seller.
- ACCEPTANCE AND APPROVAL OF ORDER.** A proposal or quotation made by any commercially reasonable means shall not be considered as an offer, but the basis for an order from Purchaser which is subject to acceptance by Seller. An order will become binding on Seller only when accepted and approved by the Sales Department of Seller. The Seller reserves the privilege of canceling this order at its discretion should it be unable to ship the goods set forth within the order within sixty (60) days from the date of Seller's acceptance. An order will become binding on Purchaser when (1) accepted and approved by Seller or (2) at time of Purchaser's acceptance of delivery of all or any part of the materials described in the order whichever event first occurs. If Purchaser shall use its own purchase order or other form to order whichever event first occurs. If Purchaser shall use its own purchase order or other form to order goods from Seller, that form shall be used for convenience only and shall evidence Purchaser's unconditional agreement to these terms and conditions of sale, and any terms or conditions contained in Purchaser's form inconsistent with or in addition to terms and conditions contained herein shall be of no force or effect whatsoever between the parties.
- CREDIT.** Credit terms of payment must have the approval of Seller's Accounting Department and must be specified in writing on Seller's invoice or in the acknowledgement of sale. If any time Purchaser's financial responsibility becomes impaired or unsatisfactory to Seller, Seller reserves the right to stop shipment on notification to Purchaser, and surety, if any, with a demand for payment in advance or at time of delivery from future deliveries or to require other security satisfactory to Seller, or in the absence thereof, to cancel the unfilled portion of the order.
- PRICES.** Prices are subject to change without notice. Orders will be invoiced at Seller's applicable price in effect on the date of shipment, unless otherwise specifically noted on the order acknowledgement. All prices will be in accordance with applicable government regulations. The prices do not include any applicable governmental taxes, duty or other charges. Any federal, state or local tax assessment, fee, duty or charge hereafter imposed on or measured by this purchase shall be for Purchaser's account unless Purchaser furnished Seller an acceptable exemption certificate from such tax, fee, duty or charge prior to shipment. Such tax exemption certificate provided to Seller shall be in a form acceptable to the taxing authorities having jurisdiction over Seller and Seller.
- PAYMENT.** Specific terms of payment for this order shall be set forth in the invoice or the acknowledgement, if applicable. Purchaser agrees to make a payment at Seller's location specified in this acknowledgement in lawful money of the United States. Purchaser further agrees to make all payments when due to Seller in accordance with the agreed terms of payment for this order. If the Seller places for collection the amount due to it under this contract in the hands of an attorney after nonpayment according to the terms hereof, the Seller shall be entitled to receive reimbursement for all costs of suit, expert fees, and reasonable attorneys fees, which shall be added to the amount of any judgment entered by a court having jurisdiction of this matter in favor of Seller for the amount due under this contract. The parties agree and consent that any suit under this Agreement shall be brought in the State of Illinois.
- INTEREST AND COSTS.** The Purchaser agrees to an interest rate at 1½ percent per month, 18 percent per year calculated on 360 day basis (to the extent permitted by law) on all delinquent balances if and when assessed by Seller, and any attorneys fees or court costs arising out of and made necessary in collection of his obligation to Seller created by this order.
- COMPLETION - DELIVERY.**
 - The proposed delivery date and performance schedule stated in the quotation is a best estimate at the time of quotation and is not binding upon Seller. All orders are accepted subject to Seller's ability to make delivery at the time and in the quantity specified and Seller shall not be liable for damages for partial or complete shipment of or any added expenses incurred by Seller because of Purchaser's delay in furnishing requested information to Seller, delay resulting from order changes by Purchaser, or delay in unloading shipments at delivery point.
 - Seller will select method of shipment and routing when transportation charges are for account of Seller. When shipping instructions are specified by Purchaser, all costs in excess of the most economical method of transportation will be for the account of the Purchaser. The foregoing includes, but is not limited to, carriers charges and notification prior to delivery, demurrage, delay in loading or unloading, diversion or of quotation or sale and or prior to dates of shipment, will be for account of Purchaser.
 - Seller shall have no liability to customers or any third-party for any loss, damage, or expense from any delay or failure of performance due to any cause beyond the control of Seller, including but not limited to, fire, strike, accident, work conditions, government regulation or restriction, shortages in transportation, power, labor unrest, or material, freight embargo, riot or civil commotion, default of the supplier, or prohibitions or events which render performance difficult or impossible.
 - Upon giving notice to a customer of a delay in accordance with the Illinois Uniform Commercial Code, Seller shall allocate all goods produced by Seller among the then customers of Seller in proportion to the contracts then received.
- TITLE AND DELIVERY.** Delivery of goods to a carrier by Seller F.O.B. Seller's plant, Joliet, Illinois, or from such other locations of Seller, consigned to Purchaser or its orders as Purchaser may direct, shall be complete delivery to Purchaser as well as transfer to Purchaser of title, ownership and possession of and to the goods. Purchaser assumes risk of loss, damage, or shortage in transit and shall be responsible for pursuing all claims with the carrier and carrier's insurer. Purchaser shall promptly inspect all materials upon delivery and shall immediately notify Seller of any shortage, loss, or damage within forty-eight (48) hours of receipt of the goods; provided that such notification shall in no way be deemed to be less than the assumption of risk of Purchaser as provided for herein. On receipt of title, Purchaser is then responsible for the proper protection of product, lighting, placement, compliance with all regulations and ordinances, and will indemnify Seller against all claims for personal injuries or property damage arising from the storage, use or handling of such products.
- COOPERATION, CHANGES OR CANCELLATIONS.**
 - Customers shall at all times cooperate with Seller and furnish any specifications or information requested by Seller within a reasonable time after any request. The Seller and its agents and employees are under no obligation whatsoever to treat as confidential any disclosure made by Purchaser in connection with this or other transactions with Seller.
 - Purchaser shall not countermand, cancel, or change the order or cause the work or shipment to be delayed or stopped, except with the consent of, and upon the terms agreed to by, Seller. If accepted, the Purchaser nonetheless must take delivery and make payment to Seller for all material manufactured and in stock or in process of manufacturing at time of notice, and all special materials ordered at time of notice for which Seller must take delivery, unless otherwise agreed by Seller in writing. All such materials must be removed from Seller's premises within thirty (30) days after payment and payment will be due at time of notice. Seller also reserves the right to make a cancellation charge in the event of cancellation by the Purchaser of any order placed in Seller's shipping schedule and acknowledged by Seller.
- CLAIMS.** Notice of claims against Seller hereunder for any reason, including breach of warranty, must be made to Seller in writing within forty-eight (48) hours of discovery, but in no event more than thirty (30) days after delivery of goods by Seller to Purchaser, to afford Seller an opportunity to make prompt investigation of surrounding facts and mitigate any damages which might ensue, should it be determined to Seller's responsibility. Failure to give such notice to Seller shall constitute a waiver by Purchaser of any right later to assert such claim and such failure shall constitute an irrevocable acceptance of the goods, and an admission that they fully comply with all of the terms and conditions of the order. The Seller's liability under this order or under any order of which this acknowledgment is a part, will in no event exceed the purchase price of the materials, and without limiting the generality of the foregoing shall Seller have any liability in respect to labor costs, downtime of any machinery or equipment, production delays or stoppages, shipping delays or cancellations, loss of business or profits, and claims for consequential or incidental damages or loss, whether or not similar to the foregoing, will not be allowed, and the Seller reserved the privilege, at its option, to cancel this order and any order with Buyer.
- INSPECTION AND TESTING.** Seller's standard specifications and tests apply to all orders. All charges for inspection or tests not regularly furnished are for Purchaser's account and subject to prior negotiation. All inspections shall be conducted at Seller's plant, and failure of Purchaser to avail himself of inspection privileges shall be deemed a waiver of such privileges.
- RETURNS.** No return of materials shipped or delivered by Seller hereunder need be accepted by Seller unless it has consented in writing to such return. To the extent Seller has consented to such return, returned goods shall be accepted for credit only if in saleable condition and only with evidence of Seller's prior written consent. The Seller will assess charges for freight both ways and any costs necessary to restore such goods to the regular plant inventory. The amount of credit given will depend further on the degree of salability of products accepted in opinion of Seller. Non-conforming goods or defective merchandise shall be returned to Seller only in conformity with the terms and provisions herein contained in this Agreement.
- PERFORMANCE BY SELLER.** Notwithstanding anything to the contrary herein contained, in the event of any proceedings filed by or against customer, voluntary or involuntary, in bankruptcy or insolvency, or for appointment of a receiver or trustee, or an assignee for the benefit of creditors, Seller shall have the right to discontinue work on the order and receive full reimbursement for all costs incurred plus a reasonable profit. If Seller, in its sole discretion, in good faith is insecure as to customers payment or performance, it may refuse to perform until it receives adequate assurances of customers payment or performance.
- WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants title to the goods sold pursuant to this order and, for a period of one (1) year from the date of shipment. The Seller further warrants, but only to the extent and limit of the purchase price paid for such individual product that the goods sold under this order conform to the specifications set forth in the order and are free from defects in material and workmanship. The Seller's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to one of the following, as selected by Seller: delivering to Purchaser a replacement for any product or part thereof determined by Seller to be defective, repairing such product or part, or refunding the purchase price or an equitable portion thereof, paid for such product by Purchaser. Purchaser must notify Seller as provided above within the warranty period of any claim under this warranty. Seller's warranty extends only to the first purchase of a product from Seller.

NOTWITHSTANDING ANY PROVISION OF THESE TERMS AND CONDITIONS, THE WARRANTY CONTAINED IN THIS PARAGRAPH 14, AS LIMITED IN IT, IS THE ONLY WARRANTY EXTENDED BY SELLER IN CONNECTION WITH ANY SALE BY IT AND IS EXTENDED TO CUSTOMER ONLY AND NOT TO ANY SUCCESSIVE BUYER'S, USERS, THIRD PARTIES OR EMPLOYEES. SELLER MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY AND NO OTHER WARRANTY, WHETHER EXPRESSED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED, SHALL EXIST IN CONNECTION WITH SELLER'S PRODUCTS OR ANY SALE OR USE THEREOF.

Any goods under these terms and conditions that are not manufactured by Seller are warranted only to the extent of the warranty the manufacturer may make to Seller and which Purchaser may be able to enforce. Otherwise, goods are not warranted by Seller in any way. The Seller disclaims any liability arising from tort, including strict liability, and Seller further disclaims any liability (whether arising under this or any other general, special, incidental or consequential damages incurred by Purchaser in connection with this order or any product purchased thereunder.Technical or other advices furnished by Seller solely as an accommodation and shall not increase the scope of Seller's responsibility or liability in respect of any loss or damage caused by reliance on such advice, whether or not negligent. This warranty shall not apply to Purchaser's material that is processed by Seller. SELLER SHALL HAVE NO LIABILITY FOR PURCHASER'S MATERIAL THAT SELLER PROCESSES.
- PURCHASER'S USE.** Seller shall sell the product sold pursuant to this order in accordance with the specifications supplied to Purchaser. The Seller has no knowledge of Purchaser's intended use of the product and disclaims any liability arising out of failure of the product so specified to be fit for the particular purpose for which it was purchased. The paragraph in title "Warranty: Limitation of Liability" sets forth the limits of Seller's liability in connection with the sale of products pursuant to this order.
- PURCHASER RESPONSIBILITY - INDEMNITY.**
 - The Purchaser assumes and shall bear sole responsibility for providing adequate and safe working conditions upon which to handle such product and to protect fully all personnel from bodily injury or death which otherwise may result from the use, operation or maintenance of the goods. Compliance with the Occupational Safety and Health Act and the regulations adopted under it and with other prevailing federal, state and local codes and industry accepted standards is the responsibility of Purchaser. The Seller shall bear no responsibility whatsoever for the failure of Purchaser to safely provide for the use of the products sold pursuant to this order. The Purchaser shall establish and require all persons who use, operate, set up, or maintain the goods to use all proper and safe operating procedures.
 - The Purchaser releases Seller from all actions (including but not limited to, any action for injury to or death of any person or damage to property) arising out of the manufacture, sale, use or operation of the goods which Purchaser may have at any time against Seller and its agents and employees of, from, and against any and all loss, damage, expense (including reasonable attorneys fees) claims, suits, or liability which Seller or any of its agents or employees may sustain or incur at any time, for or by reason of any injury to or death of any person or damage to any property, arising out of any claimed or actual breach by Purchaser of Purchaser's undertaking under paragraph 16(a) or any acts primarily attributable to the conduct of Purchaser or its employees and agents, including, but not limited to, the negligence or reckless conduct of Purchaser's employees or agents, Purchaser's maintenance of the goods, Purchaser's addition to or modification of the goods, or Purchaser's use of the goods in an appropriate manner.
 - Purchaser shall notify Seller promptly in writing, and in all events within ten (10) days after its occurrence, of any accident involving any goods which result in injury to or death of persons, including Purchaser's agents and employees, or damage to property, including Purchaser's property, or the loss or use of any property, and Purchaser shall cooperate fully with Seller in investigating and determining the cause of any such accident.
- PATENTS.** The Seller agrees to defend and to protect Purchaser against loss or damage arising out of any legal action for patent infringement with the manufacture of its products sold to Purchaser, provided Seller is notified promptly of any such action with complete information and is given an opportunity to defend.
- APPLICABLE LAW.** These terms and conditions of sale shall be construed in accordance with the laws of the State of Illinois.
- SUCCESSORS.** Seller quotations and these terms and conditions shall inure to the benefit of and be binding upon the successors of the parties to them.
- LIMITATION ON ACTION.** Any action or suit against Seller arising in any way from the quotation or acknowledgement or with respect to the goods must be commenced within one (1) year after the cause of action has accrued unless other wise prohibited by law.
- TOTAL AGREEMENT.** All previous oral and written communications of the parties for the sale of goods are abrogated. The parties agree that there are no other terms or warranties, except as contained in these terms and conditions and the accompanying quotation or acknowledgement are the final, complete and exclusive expression of the parties Agreement.
- WAIVER.** No waiver of performance required by Purchaser shall be valid unless in writing signed by a duly authorized officer of Seller. No waiver of any specific action shall be construed as a waiver of future performance.
- ARBITRATION.** Any controversy or claim arising out of or relating to this contract, 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 or Chicago, Illinois at the discretion of Seller. 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 experience in the steel warehousing, steel wire, ferrous metallurgical or related fields. To the extent a controversy or claim is not covered by the above, the parties agree that any suit may be brought solely in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois.