

## Terms and Conditions

All sales are made subject to the following terms and conditions. The acceptance by Contractors Steel Company of any order is expressly made conditional on Buyer's assent to these terms and conditions. The acceptance of any delivery of any or all goods ordered by a purchaser shall constitute assent by the purchaser to these terms of sale.

**Quotes** – All quotes issued by Contractors Steel Company are valid for 24 hours.

**Prices** – The prices quoted may be changed by us without notice in order to reflect our prices at any time of shipment and any increase in transportation, labor or other costs. If a delivered price has been quoted, any changes at the destination for spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by you, and any increase or decrease in transportation charges shall be added to the quoted price. We reserve the right to correct any obvious errors in specifications or prices.

**Taxes** – Any taxes which, under any existing or future law, we may be required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the goods or services covered shall, if not shown, be added as a separate item to the quoted price, and shall be paid by you to us on demand. The foregoing shall not apply to any taxes, the payment or collection of which by us is excused by reason of delivery to us of valid tax exemption certificates.

**Quantities** – If it is indicated that any item is to be shipped from a producing mill, the producing mill may, on certain commodities reserve the privilege of shipping over or under the ordered quantity in accordance with established percentages (as shown in the price books) which will constitute and complete shipment of material specified.

**Terms of Payment** – Unless otherwise expressly provided, payment shall be due 30 days from the date of each invoice, without discount. Any cash discount, which may be expressly provided for applies only to the sale price of goods at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. Customer agrees to notify Contractors Steel Company in writing, of any error in any invoice within ten (10) days after the date of that invoice. The invoice shall be deemed to be correct and accepted as rendered. If Contractors Steel Company is not paid on time, in accordance with Contractors Steel Company terms, Customer shall pay for all costs and expenses incurred by Contractors Steel Company in connection with Contractors Steel Company's attempts to obtain payment, including fees charged by a collection agency or attorney and any other charges, which can be legally charged to Customer. Customer agrees to pay Contractors Steel Company's actual attorneys' fees and costs incurred thereby, whether or not formal proceedings are brought to remedy Customer's breach of this agreement.

**Deliveries** – Any delivery schedule indicated is based on our present estimate of the time required to ship after receipt of your order and in case of any item which it is indicated is to be shipped from a producing mill upon current production schedules of the producing mill. In the event of any delay in our performance due in whole or in part to any cause beyond our reasonable control, we shall have such additional time for our performance as may be reasonably necessary under the circumstances. We shall not be liable for any claims or damages on account of any delay in delivery of such goods.

**Suspension of Performance** – If in our judgement, reasonable doubt exists as to your financial responsibility, or if you are past due in payment of any amount owing us, we reserve the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, to stop any material in transit, until we receive payment of all amount owing to us, or adequate assurance of such payment whether or not due.

**Shipments** – Unless otherwise expressly stated, shipment may be by carrier or others means selected by us.

**Limited Warranty** – We warrant only that the goods will conform to the description as herein state, subject to tolerances and variations described in the following paragraph. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Tolerance and Variation** – All goods shall be subject to tolerances and variations consistent with the usual trade practices regarding dimensions, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality and shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

**Claims** – All claims for shortages or damage must be reported within 24 hours of receipt of goods. SUBJECT TO STANDARD MANUFACTURING VARIATIONS, CONTRACTORS STEEL COMPANY WARRANTS THAT THE GOODS FURNISHED HEREUNDER SHALL MEET SPECIFICATIONS SET FORTH HEREOF, CONTRACTORS STEEL COMPANY MAKES NO OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

No claim for damages for goods that do not conform to specifications will be allowed unless Contractors Steel Company is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them. Goods for which damages are claimed shall not be returned, repaired or discarded unless you receive Contractors Steel Company's written consent. BUYER'S EXCLUSIVE REMEDY AGAINST CONTRACTORS STEEL COMPANY, AND CONTRACTORS STEEL COMPANY'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO CONTRACTORS STEEL COMPANY'S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS, OR, AT CONTRACTORS STEEL COMPANY'S OPTION, REFUNDING THE PURCHASE PRICE, IN NO EVENT SHALL CONTRACTORS STEEL COMPANY HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SOLD HEREUNDER, NOR SHALL CONTRACTORS STEEL COMPANY HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**Re-Stocking** – Buyers are subject to a re-stocking fee on returns. Restocking fees will be assessed at twenty percent (20%) or \$300 restocking fee for all returns, whichever is greater.

**Limitation of Liability** – Your exclusive remedy for breach of contract as to any term hereof, and our liability for any such breach, shall be replacement or repair of such goods, or repayment to you of the purchase price paid by you for such goods, whichever such remedy we shall select, and if we elect to repay the purchase price of any such goods and so advise you, you must return such goods to us immediately. In no event will we be liable for incidental or consequential damages.

**Tools, Dies and Fixtures** – Unless otherwise expressly provided, any tools, dies or fixtures which may be developed for use in the production of the goods covered shall be owned by us or any producing mill, as we may elect, even though you are charged in whole or in part for the cost of such tools, dies and fixtures.

**Patent Infringement** – If any goods are to be furnished to your specifications, you agree to indemnify us and our successors and assigns, against all liabilities and expenses resulting from any claim or infringement of any patent in connection with the production of such goods.

**Government Contracts** – Where you have indicated that your order is placed under a prime contract with the United States Government or a subcontract thereunder and have designated any one or more of the clauses contained in the Armed Services Procurement Regulations as presently in effect, such clauses so designated are incorporated herein to the extent they are required by Federal statute or regulation or by the terms of your prime contract or subcontract.

**Compliance with Laws** – Any clause required to be included in a contract by any applicable law, or by any administrative regulations have the effect of law, is hereby incorporated herein.

**Cancellation** – A Contract may be cancelled or modified only by written agreement between us, except as otherwise provided in “Government Contracts” hereof. Your insistence upon canceling or suspending fabrication or shipment, or your failure to furnish specifications when required, may be treated by us as a breach of contract by you, and we may cancel any unshipped balance without prejudice to any other remedies we may have.

**Set-Off** – You authorize us to apply toward payment of any monies that become due us hereunder any sums which may now or hereafter be owed to you by us, or our parent company, Contractors Steel Company, or by any subsidiary or affiliated company of either us or our parent company.

**Entire Agreement** – The terms set forth herein constitute the sole terms and conditions upon which we offer goods for sale. No other terms, conditions, or understanding, whether oral or written shall be binding upon us, unless hereafter made in writing and signed by our authorized representative. Any purchase order you issue to us shall constitute your unconditional agreement to be bound exclusively by the foregoing Conditions and Terms of Sale. We hereby specifically object to any different or additional terms that may be contained in your purchase order.