

TERMS AND CONDITIONS OF SALE

QUOTATIONS AND ORDERS—All quotations by Central Steel and Wire Company (whether oral or written) shall be offers to sell by us at the quoted prices and on the terms hereinafter set-forth. All such quotations are subject to change without notice and to continued availability of the quoted material and, unless other-wise agreed, are binding upon us only if the buyer immediately submits an order. All contracts to sell are subject to strikes, accidents, or other causes of any kind beyond our reasonable control. No order placed with us shall be binding upon us until full specifications identifying the material being ordered have been provided to us and the order has been accepted by us.

A buyer may not, except with our written consent, cancel any order for material which we have special ordered from the mill, which we have cut or otherwise processed in accordance with the buyer's instructions, or which has been shipped by us.

We will, at a buyer's request, estimate the anticipated time of delivery of any order, but we will have no liability for any non-timely delivery.

Confirming orders should be marked "Confirmation," across the face of the order. We may treat confirming orders not so marked as additional original orders, and we will not be responsible for any resulting expense and inconvenience. In the event that an order is placed with us by telephone and the buyer does not send us a confirming order before we ship in response to the order, our records as to the terms of the order shall be conclusive.

TITLE AND RISK OF LOSS—If material is shipped to a buyer via a carrier designated by the buyer, title and risk of loss to the material shall pass to the buyer when the material is loaded at our plant.

If material is shipped to a buyer via any other carrier, title and risk of loss to the material shall pass to the buyer upon delivery at the buyer's plant and buyer's release of the shipping documents. However, buyer must note any shortage or damage on both the buyer's copy and the carrier's copy of the carrier's receipt, freight bill or delivery memo, and cause both copies to be signed by the carrier's driver or representative. If buyer does not do so, we will be responsible for any shortage or damage only (i) in the case of a carrier that is owned or operated by or affiliated with us, if we establish to our reasonable satisfaction that there was in fact a shortage in the delivery or that the damage occurred prior to receipt of the material by buyer, as applicable, or (ii) in the case of any carrier that is not owned or operated by or affiliated with us, if we are able to recover for the shortage or damage from such carrier.

TECHNICAL ADVICE—None of our agents, employees or representatives have any authority to bind us to any affirmation, representation, or warranty other than those stated herein or on our delivery receipt or invoice form. In particular, any technical advice we furnish with respect to the use of material is given without charge, and we shall have no obligation or liability for the advice given or the results obtained, all such advice being given and accepted at buyer's risk.

LIMITED WARRANTY—We warrant that all material, at the time of shipment by us, shall conform to any specifications set forth on the face of our delivery receipt or invoice and shall conform to the description contained in the Certificate of Tests or Certificate of Compliance if either has been furnished by us in connection with a sale. We do not warrant against any non-conformity to the extent that such non-conformity results from damage, misuse, abrasion, corrosion, negligence, accident, tampering, faulty installation, improper storage, inadequate maintenance, or any other cause affecting the material after shipment of the material. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY. WE DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO MATERIAL SOLD OR SERVICES RENDERED, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE MATERIAL OR SERVICES FOR ANY PARTICULAR PURPOSE.

BY PLACING AN ORDER WITH US, A BUYER AFFIRMS THAT THE BUYER HAS NOT RELIED UPON THE SKILL OR JUDGMENT OF US OR ANY OF OUR AGENTS, EMPLOYEES, OR REPRESENTATIVES TO SELECT OR FURNISH MATERIAL FOR ANY PARTICULAR PURPOSE, AND THE SALE IS MADE WITHOUT ANY WARRANTY BY US THAT THE MATERIAL IS SUITABLE FOR ANY PARTICULAR PURPOSE.

Except for the specifications and certificates (if any) specifically referred to above, any description of the material or service contained on our sales forms or any other correspondence is for the sole purpose of identifying it, is not part of the basis of the bargain, and does not constitute a warranty that the material or service shall conform to that description. The use of any sample in connection with a sale is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the material will conform to the sample. Any affirmation of fact or promise made by us is not part of the basis of the bargain and shall not constitute a warranty that the material will conform to the affirmation or promise.

EXCLUSIVE REMEDY—We will, at our option and as a buyer's exclusive remedy, replace with new material, or refund the purchase price for, material that is defective or non-conforming at the time of shipment if the buyer gives written notice of the defect or non-conformity to us within 45 days after receipt. After such 45 day period, all material shall be deemed to have been accepted. If we elect to refund the purchase price, you must return the material to us immediately. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as we are willing and able to replace defective or non-conforming material or refund the purchase price within the time specified. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY OTHER DAMAGE, INCLUDING ATTORNEY FEES OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE OR LOSS ARISING FROM CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OR DAMAGE TO BUILDINGS, CONTENTS, PRODUCTS, OR PERSONS (OTHER THAN INJURY TO PERSONS IN RESPECT OF WHICH LIABILITY IS IMPOSED BY LAW), EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall our liability exceed the purchase price of the material sold or services rendered by us. Buyer must immediately discontinue use of any item claimed to be defective. No charge for labor or expense required to repair defective material or occasioned by it will be allowed.

GOVERNING LAW AND VENUE—You agree that all disputes relating to any material sold or services rendered by us to you shall be governed by the laws of the State of Illinois. You agree that any legal action or proceeding shall be brought only in either United States District Court for the Northern District of Illinois or in the Circuit Court of Cook County and you consent to both venue and personal jurisdiction in those courts to the exclusion of all others.

LIMITATION ON ACTIONS—No action against us for breach of any sales agreement may be brought more than one year after the delivery of material.

ACCEPTANCE—All sales made by Central Steel and Wire Company are pursuant to these terms and conditions. If we receive a purchase order or other document from a buyer that limits acceptance to its terms or states that our acknowledgement, shipping of material, commencing work, or other act or failure to act constitutes acceptance of an offer on the terms of the purchase order or other document, any responding document sent by us which expresses acceptance or confirms the order is expressly conditioned on buyer's assent to the terms set forth herein and in such responding document. Such assent shall be deemed given when the buyer accepts shipment of any of the material described. We hereby object to any term contained in a buyer's purchase order or other document if the term is different from or in addition to the terms herein.