

TERMS AND CONDITIONS OF SALE

The following terms of sale shall be applicable to all sales made by **Central Steel and Wire Company, LLC**, ("Company") except where it is otherwise expressly agreed in writing. Acceptance of delivery of any or all goods ordered by a buyer ("Buyer") shall constitute assent by the Buyer to these terms of sale collectively. All orders with a U.S. Government end-user, DPAS Ratings, export control, or intended for nuclear applications must be pre-approved in writing by Company.

- PRICES.** The prices quoted may be changed by Company without notice to reflect Company's prices at time of shipment, and any increase in transportation, labor or other costs. If a delivered price has been quoted, any charges at destination for spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by Buyer, and any increase or decrease in transportation charges shall be added to or subtracted from the quoted price. Company reserves the right to correct any errors in specifications or prices.
- SUPPLIER SURCHARGES AND TAXES.** Any and all surcharges imposed by Company's suppliers at the time of shipment shall be paid by Buyer. All prices quoted by Company are exclusive of all taxes. In addition to the purchase price, Buyer shall pay or reimburse Company the amount of all sales, use and ad valorem taxes, excises, duties, tariffs, and/or other governmental charges, under any existing or future law, that Company may be required to pay with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the goods or services covered. The foregoing shall not apply to any taxes the payment or collection of which by Company is excused by reason of delivery to Company of valid tax exemption certificates.
- QUANTITIES.** If an item is to be shipped from a producing mill, the producing mill may reserve the privilege of shipping over or under the ordered quantity in accordance with established percentages (as shown in their price books), which will constitute acceptable and complete shipment of the material specified.
- SALE ON CREDIT; TERMS OF PAYMENT.** Company reserves the right in its sole discretion to approve, conditionally approve or disapprove any request by Buyer for credit. The amount of credit Company extends to Buyer will be determined by Company in its discretion and may vary from time to time. Upon Company's request from time to time, Buyer will provide Company with current financial information. Buyer grants permission to Company to obtain independent credit reports and other information from Buyer's trade references and banks and authorizes credit references and banks to release information that may be used to determine creditworthiness, both now and in the future. Buyer represents and warrants that any financial information provided to Company will be true and correct in all material respects and shall fairly and accurately present the financial condition of Buyer as of the date of such financial statements. Buyer shall notify Company, in writing, of any error in any invoice within ten (10) days after the Buyer's receipt of such invoice, and, if no such notice from Buyer is received by Company, the invoice shall be deemed to be correct and payable as delivered to Buyer. Unless otherwise expressly provided by Company in writing, Company's payment terms will be net thirty (30) days from the date of invoice by check or wire transfer. All sums past due and owing to Company shall bear interest at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law from the invoice date until paid in full. In the event Company refers any unpaid past due balance to an outside collection agency and/or attorney for collection, Buyer agrees to pay Company's reasonable attorneys' fees and all other costs of collection. For collection purposes only, the Buyer hereby agrees to exclusive venue in either Minnesota or Arkansas. All payments made by Buyer to Company shall be applied in the following priority: (a) first to the amounts, if any, due to Company for attorneys' fees and court costs, (b) second to the amounts, if any, due to Company in the event of Buyer's default, (c) third to the amount, if any, of interest due to Company as a result of Buyer's late payment and (d) finally to the balance of the purchase price due to Company for the goods. To secure Buyer's full and prompt payment of the purchase price for the goods, Buyer hereby grants to Company a first priority, purchase money security interest in and to the goods and all products and proceeds therefrom. Buyer authorizes Company to file a UCC financing statement to perfect this security interest at any time. In addition, Company will accept credit card payments. In such instances, Buyer expressly agrees that Company is permitted to invoice and charge Buyer's credit card (i) the applicable fees, applicable taxes and any other charges reflected on an invoice plus except where prohibited by law (ii) any other fees Company incurs in connection with acceptance of credit cards payment on the applicable invoice including, without limitation, any surcharge on the full amount of the invoice in an amount not to exceed Company's cost of acceptance. Company will provide Buyer with an invoice reflecting payment of (i) and (ii) above. Such fees, taxes and related charges will be billed to the credit card that Buyer provides at the time a fee or charge is due and payable. Buyer agrees to allow Company, or its affiliates or services providers, to process and store Buyer's payment information.
- DELIVERIES.** Any shipping schedule is approximate. Company shall not be liable for any delay in delivery or failure to deliver caused for any reason in whole or in part beyond our reasonable control. Should shortages in Company's supply occur for any reason, Company may allocate the material in such manner and amount as Company may determine. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.
- SHIPMENTS.** Unless otherwise expressly stated, shipment may be by carrier or other means selected by Company. Buyer assumes all risk of loss in transit.
- NUCLEAR APPLICATION EXCLUSION.** Buyer represents and warrants that Buyer will not use, cause to be used or make available for use the goods described herein in any nuclear application including, but not limited to, use in connection with any nuclear reactor, any nuclear power generating system or any nuclear waste (or spent fuel) disposal project. Any subsequent nuclear application of the goods is wholly unauthorized and shall be deemed to be unknown to, unforeseeable to and unintended by Company.
- SUSPENSION OF PERFORMANCE.** If in Company's judgment reasonable doubt exists as to Buyer's financial responsibility, or if Buyer is past due in payment of any amount owing to Company, Company reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship or to stop any material in transit, until Company receives payment of all amounts owing to Company, whether or not due, or adequate assurance of such payment.
- WARRANTY.** Company warrants only that the goods will conform to their description as stated in the invoice, subject to tolerances and variations described in the following paragraph. **COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHER, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE GOODS WILL MEET BUYER'S OR ANY OTHER PERSON'S REQUIREMENTS.** Any material test reports, mill test reports or mill or material certifications with respect to the goods are provided by the mills.
- TOLERANCES AND VARIATIONS.** All goods shall be subject to tolerances and variations consistent with 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.
- INSPECTION.** Materials must be examined by Buyer immediately upon receipt to determine correctness of shipment as to quantity, size, length, and condition. Buyer must not cut, fabricate or otherwise use material without such examination.
- CLAIMS.** If, upon inspection by Buyer as provided above, any goods received by Buyer are nonconforming, damaged, visibly defective or if the quantities received by Buyer do not agree with the quantities indicated on the shipping documents, Buyer must notate that on the delivery receipt. If goods are found to be nonconforming or damaged when unpacking and if Buyer intends to assert any claim against Company on this account, Buyer shall, within 30 days after receipt of such goods, furnish Company detailed written information of such damage, nonconformance, defect or shortage. Buyer's failure to so inform Company or Buyer's use of the material shall be Buyer's acknowledgment that Company has satisfactorily performed. Company will not honor any claims for damages caused by Buyer's improper storage of the goods.
- LIMITATION OF LIABILITY.** Buyer's exclusive remedy, and Company's only liability arising out of this contract, shall be replacement or repair of the goods, or credit of the purchase price paid by Buyer, whichever such remedy Company shall select. If Company elects to repay the purchase price, Buyer must return the goods to Company immediately. Except for nonpayment by Buyer, any action arising out of this contract must be commenced within one year from the date of delivery. **In no event will Company be liable for incidental or consequential damages, indirect damages, punitive damages, or damages for loss of revenue or profit, business interruption, or business opportunity.**
- 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 Company or any producing mill, as Company may elect, even though Buyer is charged in whole or in part for the cost of such tools, dies and fixtures.
- FORCE MAJEURE.** Company shall be excused for any failure or delay in the performance of any of its obligations to Buyer if such failure or delay is due to a strike, work stoppage, labor dispute, material shortage, utility outage, delay in transportation, fire, flood, earthquake, severe weather, act of God, pandemic, accident, trade sanction, embargo, act of war, act of terror, condition caused by national emergency, new or changed law, production schedules of the producing mill, unavailability of materials, causes which abnormally increase the cost of performance, or any act or cause beyond the reasonable control of Company, and whether affecting Company or its agents, subcontractors, dealers or suppliers, for as long as such circumstances prevail. In such event, Company will as soon as practicable notify the Buyer of any actual or anticipated failure or delay.
- PATENT INFRINGEMENT.** If any of the goods are to be furnished to Buyer's specifications, Buyer agrees to indemnify Company and its successors and assigns, against all liabilities and expenses resulting from any claim of infringement of any patent or other proprietary right in connection with the production of such goods.
- GOVERNMENT CONTRACTS.** Unless otherwise expressly notified in writing, Buyer's order has not been placed under a prime contract with the U.S. Government or a subcontract thereunder and none of the clauses contained in the government procurement regulations are incorporated herein. If Buyer's Order is subject to a U.S. Government contract or subcontract and is approved, all products sold are Commercial Products within the definitions of FAR 2.101 (48 C.F.R. § 2.101), and are subject to FAR 52.212-4(a), (c), (e), (f), (j), (k), (l) (v), and Alt I, when applicable (all other provisions are excluded and deemed self-deleting), which shall control. Buyer may rely on Company's SAM.gov representations and certifications.
- COMPLIANCE WITH LAWS.** Company agrees that its sale of the goods will comply with all applicable federal, state and local laws and regulations.
- CANCELLATION.** A contract may be cancelled or modified only by written agreement between the parties. Buyer's insistence upon cancelling or suspending fabrication or shipment, or Buyer's failure to furnish specifications when required, may be treated by Company as a breach of contract by Buyer, and Company may cancel any unshipped balance without prejudice to any other remedies Company may have.
- SET-OFF.** Buyer authorizes Company to apply toward payment of any monies that become due Company hereunder any sums which may now or hereafter be owed to Buyer by Company or by any subsidiary or affiliated company of Company.
- GOVERNING LAW.** This contract and all other agreements, including all credit card commerce, with respect to any and all sales by Company shall be governed by and interpreted in accordance with Illinois law, and the state or federal courts located in Cook County, Illinois, shall have exclusive jurisdiction with respect to any disputes related hereto or thereto, which jurisdiction may be waived at Company's sole discretion.
- ENTIRE AGREEMENT.** The terms set forth herein constitute the sole terms and conditions upon which Company offers goods for sale. No other terms, conditions, or understandings, whether oral or written shall be binding upon Company, unless hereafter made in writing and signed by an authorized representative of Company. Company hereby specifically objects to any different or additional terms that may be contained in Buyer's purchase order.

STEEL, ALUMINUM, NICKEL, BRASS AND COPPER

THE ABOVE PRODUCTS, IN THEIR NATURAL STATE, DO NOT PRESENT AN INHALATION, INGESTION OR CONTACT HEALTH HAZARD; HOWEVER, PROCESSING OPERATIONS (INVOLVING THESE MATERIALS) SUCH AS WELDING, BURNING, SAWING, BRAZING, GRINDING AND MACHINING MAY PRESENT A RESPIRATORY, SKIN OR EYE HAZARD. SEE MATERIAL SAFETY DATA SHEETS FOR FURTHER INFORMATION.