

TERMS & CONDITIONS OF SALE

The prices on this invoice are subject to change without notice. The acceptance of quotations shall not impose any duties on Seller until Seller approves at Seller's general office located in Columbiana, Ohio.

Approval by Seller is expressly made conditional upon assent by Buyer to all the following Terms and Conditions. Buyer's assent to these Terms and Conditions shall be conclusively presumed from Buyer's receipt of Seller's acknowledgement of Buyer's order without prompt written objection thereto or from acceptance by Buyer of all or any part of the material order.

No terms or conditions other than those stated herein, whether contained in Buyer's purchase order, shipping release, or elsewhere, shall be binding upon Seller, and Seller hereby expressly objects to any such terms. None of the Terms and Conditions contained in this quotation may be waived, added to, modified, superseded, or otherwise altered except by a written instrument signed by Seller and delivered by Seller to Buyer. Each shipment and delivery shall be subject to the approval of Seller's credit department.

Prices charged for the material covered hereby shall be Seller's prices in effect at the time of shipment.

All delivered prices or prices with freight allowed are based upon prevailing freight rates and transportation charges, and if these are increased or decreased, such prices on all unshipped tonnage shall be increased or decreased accordingly. Cash discounts apply on the mill price of the material. Seller shall have the option of shipping freight collect.

In the event the Seller's performance is delayed, interfered with, or prevented by war, fire, strike, flood, acts of God, shortages of materials, fuel, or power, delay in transportation, equipment breakdowns, riot, theft, differences with workmen or employees, or accident, or by any law, order, regulation or requisition of any governmental agency or body or any other cause beyond the control of Seller, Seller shall, as respects, any portion of Seller's performance unperformed by reason of such occurrence, at its option, be relieved from further responsibility, whether or not such cause is operative at the time of Seller's approval of Buyer's order. In the event Seller elects to complete its performance, the time of Seller's performance shall be extended for such period as may be necessary to enable Seller to make delivery after such cause has been removed, and Seller shall have the right to apportion its production among its customer (including seller's regular customers not then under contract) and Seller's won departments and division in any matter Seller deems equitable.

The remedies provided for in paragraph 6 hereof are exclusive and Seller's liability shall not under any circumstances exceed the purchase price of the material. Seller shall not be liable to Buyer or to anyone else for any claims or for any damages whatsoever, whether direct, indirect, special, consequential, or incidental, except to the extent provided for herein.

THE GOODS ARE BEING PURCHASED BY THE BUYER "AS IS" AND "WITH ALL FAULTS," AND THE BUYER ACKNOWLEDGES THAT NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE TO BE IMPLIED IN THIS TRANSACTION.

Materials shall be within the limits and sizes manufactured by Seller and shall be subject to Seller's standard manufacturing practices.

Material purchase on the basis of weight is subject to customary quantity variations recognized by trade practice.

Seller shall not be liable for normal manufacturing defects nor for customary variations from specifications.

Goods are accepted based on inspection and acceptance at Seller's location. If Buyer does not wish to incur the expense of sending a representative to the factory to inspect the material, Seller will, on request, furnish a certified report to Buyer that the goods were inspected and tested and found to have met the specifications. If requested, a sample of the material covered by the certified report will also be furnished.

Seller shall deliver goods to a common carrier selected by Buyer for transportation to Buyer's place of business. All risk of loss shall pass to Buyer when the goods are delivered to the carrier. Buyer shall incur all costs of transportation.

If Buyer rejects any shipment of goods, and elects to accept only a part thereof, the portion rejected shall be returned to Seller within five (5) days, such return to be at Buyer's expense and risk. Any partial acceptance shall be limited to no less than 50% of any single shipment.

If the Terms and Conditions of Buyer's order require a patent indemnity and the material covered by such order is to be made in accordance with the Seller's specifications, Seller agrees to defend any suit or proceeding brought against Buyer on a claim that the materials of any part thereof constitute an infringement of any patent of the United States, provided Seller is promptly notified in writing of any such suit and given full authority, information, and assistance from the Buyer for the defense of same and Seller agrees to pay all damages and costs awarded against Buyer in any such suit. Buyer warrants that the making, use, or sale of goods supplied to Buyer's specifications will not infringe any claim of the United States' patent whatsoever and Buyer agrees to indemnify Seller against any judgment and costs for infringement of any such claim, including Seller's legal expenses.

Materials shall be produced in compliance with the requirements of the Federal Labor Standards Act of 1938, as amended.

These Terms and Conditions contain the entire agreement of the parties and are made without any oral warranties, conditions, or agreements.

Any contract between Seller and Buyer pursuant to these Terms and Conditions shall be governed by the Uniform Commercial Code in effect in Ohio on the date of Seller's acknowledgment.