

TERMS & CONDITIONS

1. General

This quotation is subject to change without notice. Acceptance of this quotation shall not impose any duties on Seller until approved by Seller at Seller's General Office, Chicago, IL, USA. 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 acknowledgment 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 including any Incoterms® or commercial terms other than the one stated herein.

None of the Terms and Conditions contained in this quotation may be waived, added to, modified, superseded, or otherwise altered except by an express written instrument signed by Seller and delivered by Seller to Buyer (for greater certainty, the Terms and Conditions contained in this quotation may not be added or modified simply based on contradictory terms contained in the sales order, order confirmation, bill of lading, or invoice issued by Seller). Each shipment shall be subject to the approval of Seller's Credit Department.

2. Prices

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

3. Incoterms®2010

FCA Seller's Location Incoterms®2010. The term "Seller's Location" is defined as the "Shipped From" address on Seller's documentation including, but not limited to, sales order, order confirmation, bill of lading, and invoice issued by Seller to Buyer.

4. Legal Delivery

In all cases, delivery is always completed when the material has been loaded on the means of transport at the Seller's Location as defined as the "Shipped From" address on Seller's documentation. For greater certainty, the material shall NEVER be considered to be delivered when it reaches the place of destination provided for in the contract of carriage, if any.

5. Transfer of Title and Risk of Loss

Title to material and risk of loss of the goods shall pass to Buyer when delivered at Seller's Location as defined as the "Shipped From" address on Seller's documentation.

6. Contracts of Carriage

Seller has no obligation to the Buyer to make a contract of carriage.

However, Buyer may request Seller to arrange for transportation as agent and strictly on Buyer's behalf, and in such cases, Seller arranges such transportation solely for the account of Buyer and Seller shall invoice the freight charges to Buyer in accordance to the freight terms based on Seller's issued sales order, order confirmation, and/or shipment documentation. Where Buyer requests Seller to arrange for transportation of the goods to Buyer's specified location, Buyer shall provide Seller with Buyer's choice of carrier, and if such carrier information is not provided, Buyer shall be taken to have authorized Seller to select a common carrier on behalf of Buyer. All prices inclusive of freight charges where applicable 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 only on the mill price of the material. Seller shall have the option of shipping freight collect.

For greater certainty, the fact that the Seller may contract for carriage, strictly on Buyer's behalf and solely for the account of Buyer, shall not have any impact on the place of legal delivery or the transfer of title and

risk of loss as provided for in paragraphs 4 and 5 above and shall not affect or modify the use of the **FCA Seller's Location Incoterms®2010**.

Carriers are responsible for goods lost or damaged in transit and Buyer must immediately notify the carrier in writing of such loss or damage.

7. Contracts of Insurance

Seller has no obligation to Buyer to make a contract of insurance. However, Seller must provide Buyer, at Buyer's request, risk and expense (if any), with information that Buyer needs for obtaining insurance.

8. Taxes and other Charges

Any excise, duties, levies, taxes or similar charges which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sales, purchase, delivery, storage, processing, use, consumption, or transportation of any of the materials or services covered hereby, shall be for the account of Buyer and Buyer agrees to pay the amount thereof to Seller upon request. Seller shall not be responsible for spotting, switching, or drayage charges at destination.

9. Import Formalities

Unless expressly agreed otherwise, it is the responsibility of Buyer to obtain, at its own risk and expense, any import license or other official authorization and carry out all customs formalities as importer of record (IOR) for the import of the material and for its transport to any country (the "**Import Formalities**").

For greater certainty, to the extent that the parties expressly agree to have Seller performing the Import Formalities, the parties agree and acknowledge that the use of the **FCA Seller's Location Incoterms®2010** shall only be modified so that Seller performs the Import Formalities but that all other rights and obligations specifically provided for under such Incoterms® shall remain in force and unaffected. In this respect, Buyer undertakes to provide Seller with an executed copy of Form GST532 *Agreement and Revocation of an Agreement Between Supplier and Constructive Importer* prior to the importation of the material. Buyer acknowledges and agrees that Seller may collect all applicable GST/HST from Buyer on the supply of material deemed to have been made in Canada.

10. Seller's Performance

In the event that Seller's performance is delayed, interfered with, or prevented by war, fire, strike, flood, acts of God, shortages of material, 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, where 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 customers (including Seller's regular customers not then under contract) and Seller's own departments and divisions in any manner Seller deems equitable.

11. LIMITED WARRANTY

Seller agrees to replace or allow credit, at its option, for material found to be defective within a reasonable time but in no event more than one year after receipt by Buyer, but will not be liable for any labor, expense, or damage resulting from the use of such material or in connection therewith. No claim will be recognized unless presented to Seller in writing within a reasonable time, but in no event more than one year after receipt of material by Buyer and unless Seller is promptly afforded a reasonable opportunity to inspect such material after such claim has been presented. Material shall not be returned to Seller unless Seller authorizes such return by prior written notice to buyer.

12. Limited Remedies

The remedies provided for in paragraph 11 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.

13. No Other Warranties

THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES WHICH MIGHT OTHERWISE ARISE FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY SPECIFICALLY EXCLUDED.

14. Buyer Representations

BUYER REPRESENTS AND WARRANTS TO SELLER THAT THE MATERIAL IS BEING PURCHASED FOR RESALE OR FOR COMMERCIAL USE AND THAT ANY WARRANTIES GIVEN HEREUNDER ARE NOT SUBJECT TO THE REQUIREMENTS OF THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT, 15 U.S.C. SECTION 2301 et seq. ANY WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARE MADE TO BUYER ONLY, AND TERMINATE UPON TRANSFER OF THE MATERIAL TO ANY OTHER PERSON FOR ANY PURPOSE WHATSOEVER.

15. Seller's Standard Manufacturing Practices

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

16. Weight

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

17. Inspection and Acceptance

Where Buyer wishes to inspect, inspection and acceptance shall be made before delivery.

18. Patent Infringement

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 Seller's specifications, Seller agrees to defend any suit or proceeding brought against Buyer on a claim that the materials or 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 any United States patent whatsoever, and Buyer agrees to indemnify Seller against judgment and costs for infringement of any such claim, including Seller's legal expenses.

19. Fair Labor Standards Act of 1938

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

20. Entire Agreement

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

21. Uniform Commercial Code

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