



## TERMS AND CONDITIONS OF SALE

- 1. Approval of Orders.** All orders are subject to approval and acceptance at Seller's office in Houston Pennsylvania USA. All orders will be certified to the specification revision level acknowledged at the time of order acceptance. +
- 2. Prices and Freight.** All prices are Seller's prices. Freight will be charged from point of manufacture, unless otherwise specified.
- 3. Terms of Payment.** Unless otherwise specified, terms of payment are net cash (U.S. Dollars) thirty (30) days from the invoice date.
- 4. Inspection, Acceptance or Rejection.** Buyer will make adequate inspection of the goods immediately after their receipt and will give Seller prompt notice of any non-conformity or defect; Buyer's failure in either respect will constitute a waiver of such non-conformity or defect.
- 5. Delay.** Seller shall not be liable for delay or default in shipment for any cause beyond Seller's reasonable control including, but not limited to, government action, shortage of raw material, production or transportation, fire, flood or accident. In the event of any delay in Seller's performance due in whole or in part to any cause beyond Seller's reasonable control, Seller shall have such additional time for performance as may be reasonably necessary under the circumstances. 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.
- 6. Taxes.** All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority upon the sale or transportation of goods covered hereby shall be paid and borne by Buyer.
- 7. Title and Risk of Loss.** Delivery of goods to carrier shall be deemed delivery to Buyer and thereupon title to such goods and risk of loss or damage shall be Buyer's. Any claim by Buyer against Seller for shortage or damage occurring prior to such delivery must be made within five (5) days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received goods from Seller in the condition claimed.
- 8. Warranties and Disclaimers.** Seller warrants all goods to be free from detrimental defects in material and workmanship, which in warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied by operation of law or otherwise, including but not limited to any implied warranties of merchantability or fitness. Seller shall not be liable for consequential loss, damage, or expense, directly or indirectly arising from the sale, handling or use of goods, or from any other cause relating thereto. Seller's liability hereunder in any case being expressly limited to the replacement or rework of goods not complying with this agreement, or, at Seller's election, to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods, whether such claims are for breach of warranty or negligence. The warranty period shall be twenty-four (24) months commencing from the date of delivery to the Buyer for the base metal, and six (6) months for coatings applied to the base metal.
- 9. Indemnification and Insurance.** Buyer agrees to provide Comprehensive General Liability Insurance in an amount and with an Insurance Carrier(s) acceptable to Seller. Buyer further agrees that irrespective of insurance, Buyer will indemnify and hold Seller harmless from any claims, demands, or lawsuits allegedly arising out of the manufacture, assembly, sale or use of all goods and will employ legal counsel at its expense to represent Seller.
- 10. Suspension of Performance.** Seller reserves the right to require payment for any shipment hereunder in advance, or satisfactory security, if the financial responsibility of Buyer becomes unsatisfactory to Seller. If Buyer fails to make payment in accordance with the terms of this agreement, or fails to comply with any provision hereof, Seller may, at its option, (and in addition to other remedies) cancel any unshipped portion of this order. Buyer is to remain liable for all unpaid accounts.
- 11. Cancellation.** Goods cannot be returned, and orders once accepted cannot be cancelled, without Seller's prior written consent.
- 12. Shipment.** Seller will use all reasonable efforts to comply with Buyer's requests as to method of shipment, but Seller reserves the right to use an alternate method of transportation or route of shipment, if substantial delay might otherwise occur. In such cases, Seller will notify Buyer of such changes as soon as reasonably possible. Unless otherwise specified by the Buyer, Seller will select the method of shipping.
- 13. ENTIRE AGREEMENT.** THESE TERMS AND CONDITIONS REPRESENT THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER, AND NO TERMS OR CONDITIONS IN ANY WAY ADDING TO, MODIFYING OR OTHERWISE ALTERING, THE PROVISIONS STATED HEREIN SHALL BIND SELLER UNLESS IN WRITING AND SIGNED AND APPROVED BY AN OFFICER OF SELLER. NO MODIFICATION OF THESE TERMS WILL BE AFFECTED BY SELLER'S SHIPMENT OF GOODS FOLLOWING RECEIPT OF BUYER'S PURCHASE ORDER, SHIPPING REQUEST OR SIMILAR FORMS CONTAINING PRINTED TERMS AND CONDITIONS CONFLICTING OR INCONSISTENT WITH THE TERMS HEREIN. THIS AGREEMENT AND ENTIRE TRANSACTION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF PENNSYLVANIA.