

Lamination Specialties/LSI Steel

235 N. Artesian

Chicago, IL 60612

TERMS AND CONDITIONS OF SALE

Acceptance – ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON TERMS AND CONDITIONS CONTAINED HEREIN. These Terms and Conditions issued by Lamination Specialties (Seller) shall be the exclusive statement of the agreement between Buyer and Seller. Buyer Expressly accept Notice of Acknowledgement and these Terms and Conditions which are affixed thereto and agrees that any additional or different terms provide by Buyer (In a Purchase Order or Otherwise) will be ineffective.

Changes – Orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Seller. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller.

Delivery, Inspections and Claims – All sales are FOB Seller's shipping point unless otherwise noted. If Shipping and Handling Charges are quoted or invoiced. They will include charges in addition to actual freight cost. Delivery of the goods to the carrier at Seller's shipping point shall constitute delivery to Buyer and title to such work shall pass to Buyer. Buyer shall bear all of loss or damage in transit. Delay in delivery of any installment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries. Immediately upon Buyer's receipt of any goods shipped hereunder, Buyer shall inspect the same and shall notify Seller within five days in writing of any claims for shortages, defects or damages and shall hold the goods for Seller's written instructions concerning disposition. If Buyer shall fail to so notify the Seller within five days after the good have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions hereof and irrevocably accepted by the Buyer.

Payment - Terms of sale are ½% ten days, net thirty (30) days from date of invoice, unless otherwise stated. If the financial condition of Buyer results in insecurity of Seller, Seller in its sole and unfettered discretion, as to the ultimate collectability of the purchase price, may, without notice to Buyer, delay or postpone the delivery of the products; and Seller, at its option, is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products. In the event of Default by Buyer in the payment of the purchase price or otherwise, of this or any other order, Seller, at its option, without prejudice to any other of Seller's lawful remedies, may defer delivery or cancel this Order.

An interest charge of 1.5% monthly (18% annual rate) or the maximum allowed by state law will be imposed on all past due accounts.

Pricing – Prices shown are in U.S. currency and are subject to change. U.S. Domestic quotations goods for 30 days.

Taxes and Other Charges – Any use tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced. Buyer shall reimburse Seller: or, in lieu of such payments, Buyer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Delays & Force Majeure – Shipping dates are estimates. Seller shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Seller's reasonable control, including, without limitation, unsuccessful reactions, act of Buyer, embargo or other governmental act, regulation or request affecting the conduct of Seller's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lighting, flood, windstorm or other acts of God, delays in transportation, or inability to obtain necessary labor, fuel, materials, supplies or power at current prices.

Warranty & Limitation of Liabilities – Seller warrants that its products shall conform to the description of such products as provided to Buyer by Seller. THIS WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY PURPOSE. Seller's warranties made about this sale shall not be effective if seller has determined, in its sole discretion, that Buyer has misused the product in any manner, has failed to design and/or use the products in accordance with industry standards and practices, or has failed to use the products in accordance with instructions, if any, furnished by Seller. Seller's sole and exclusive liability and Buyer exclusive remedy with respect to products proved to Sellers satisfaction to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price, in Seller's sole discretion, upon the return of such products in accordance with Seller's written instructions. SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE, DELAY, OR FAILURE OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF BUYER OR OTHER USE OR ANY LIABILITY OF BUYER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGED OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY SELLER'S GROSS NEGLIGENCE.

Compliance with laws, regulations - Seller certifies that to the best of its knowledge its products are produced in compliance with applicable requirements of the Fair Labor Standard Act, as amended, and the Occupation Safety and Health Standard Act of 1970 and regulations, rules and orders issued pursuant thereto.

Buyer's Representations and Indemnity - Buyer represents and warrants that any such use of product will not violate any law or regulation. Buyer agrees to defend, indemnify, and hold harmless the Seller, its employees, agents, successors, officers, and assigns, from and against any suits, losses, claims, demands, liabilities, cost and expenses (Including attorney and accounting fees.) that Seller may sustain or incur as a result of any claim against Seller based on negligence, breach of warranty, strict liability in tort, contract, or any other theory of law brought by Buyer, its officers, agents, employees, successors or assigns, by Buyer's customers, by end users, by auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of, directly or indirectly, the use of Seller's products, or by reason of Buyer's failure to perform its obligations contained herein.

Returns -Goods may not be returned for credit except with Seller's Return Authorization, and then only in strict compliance with Seller's return shipment instructions. No goods received by Buyer after thirty (30) days will authorized return by the Seller as this product is considered to have exceeded the Seller's warranty period. Goods within the thirty (30) days period will require an investigation to determine root cause before the Seller will issue a Return Material Authorization, if root cause is determined not to be the fault of the Seller, the Seller can reject Return Authorization, return cost, expenses, (freight cost, etc.) can be recouped by the Buyer through the responsible party.

No Waiver – Seller's failure to strictly enforce any term or condition of this order or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies may at law or in equity.

Governing Law & Venue Selection – All disputes arising out of or relating to this Order including, but not limited to legality, interpretation, application, enforcement, and/or performance of this or any of its terms and conditions shall be governed by the laws of the State of Illinois, including its conflict of laws principle. Further, any dispute arising from this order shall be venue in Cook County, State of Illinois.

Attorneys' Fees – In the event of any litigation and/or arbitration arising out of, or relating to, this Order, including, but not limited to the legality, interpretation, application, enforcement, and/or performance of this order or any of its terms and conditions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.