

## MAIN STEEL - TERMS AND CONDITIONS OF SALE

This document contains the Terms and Conditions for the provision of services and the sale of products by Main Steel, a Division of Samuel, Son & Co. (USA) Inc. ("Main Steel"). Each purchaser of any service or product of Main Steel ("Buyer") agrees to be bound by these Terms and Conditions.

1. **Offer & Acceptance.** Any quotation or sales order issued by Main Steel to, or Main Steel's acceptance of a purchase order from Buyer (each, an "Order"), shall be subject to these Terms and Conditions. Buyer accepts these Terms and Conditions by (a) execution and delivery to Main Steel of an acknowledgement of Main Steel's sales order, quotation, order acknowledgement or invoice forms; (b) delivery to Main Steel of a purchase order; (c) giving to Seller (orally or in writing) specifications of quantity and/or type of products, assortments thereof, delivery dates, shipping instructions, instructions to bill, or the like as to all or any part of the products and services described in the Order accompanying these Terms and Conditions; (d) Buyer's receipt of delivery of the whole or any part thereof; or (e) other acceptance hereof. Buyer agrees that these Terms and Conditions shall continue to govern the relationship between the parties, including all subsequent sales, until such time as both parties shall agree in writing.

2. **Pricing/Payment.** Prices are set forth on the applicable Order or invoice, subject to adjustment by Main Steel to conform to Main Steel's prices at the time of shipment. Unless otherwise noted therein, a Quotation shall be valid for thirty (30) days from the date thereof. All prices are payable in United States dollars. Payment shall be due net thirty (30) days from the date of invoice, except as otherwise provided in the applicable Quotation or invoice. Interest will be charged at an amount equal to one and one-half percent (1.5%) per month, or the maximum rate permitted by law, on all amounts past due.

3. **Taxes and Other Charges.** Buyer shall pay (or reimburse Main Steel for) any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value-added 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 Main Steel and Buyer.

4. **Security Interest.** Buyer hereby grants to Main Steel a security interest in the products sold hereunder until Buyer has completed payment of the purchase price in full, plus accrued interest if any, and fully performed all of the other terms and conditions hereof, at which time Main Steel's security interest is satisfied. Buyer hereby acknowledges and agrees that these Terms and Conditions shall constitute a security agreement under the Uniform Commercial Code in effect from time to time in the State of Illinois and agrees that Main Steel shall be entitled to prepare and file financing statements and such other documents evidencing Main Steel's security interest as Main Steel determines necessary or advisable without further action of Buyer. Notwithstanding the foregoing, Main Steel claims no security interest in (a) products acquired directly by Buyer from a third party and delivered to Main Steel for toll processing or (b) products delivered to Main Steel subject to a written bailment agreement pursuant to which Main Steel acts as bailee.

5. **Shipping & Delivery.** All products shall be delivered as stated on the applicable Quotation, invoice and/or packing list. Main Steel reserves the right to make delivery in installments, unless otherwise expressly stipulated in writing; all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries and any deliveries not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise. Method and route of shipment shall be at the discretion of Main Steel, unless otherwise stated on the applicable Quotation, invoice, or packing list.

6. **Claims.** Claims for shortages or other errors in delivery must be made in writing to Main Steel within ten (10) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance of all shipments made prior to Main Steel's receipt of Buyer's notice of claim, and shall constitute a waiver of all such claims by Buyer. Claims for loss or damage to goods in transit should be made to the carrier and not to Main Steel.

7. **Force Majeure.** All delivery dates are approximate. Main Steel shall not be liable for any damage as a result of any delay or failure to deliver due to any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown or other labor difficulties, war, terrorism, riot, delay in transportation, defaults of common carriers or, without limiting the foregoing, any other delays beyond Main Steel's control.

8. **Storage.** If any products are not shipped after notification to Buyer that they are ready for shipping, for any reason beyond Main Steel's reasonable control, including Buyer's failure to give shipping instructions, Main Steel may bill Buyer and/or may store such products at Buyer's risk in a warehouse or yard or upon Main Steel's premises, and Buyer shall pay all handling, transportation and storage charges at the prevailing commercial rates upon submission of invoices therefor. Interest may be charged at legal rates.

9. **Warranty.** (a) Main Steel warrants that the products shall be free from defects with respect to Main Steel's workmanship on that product and shall materially conform to the specifications set forth in the applicable Quotation at the time of delivery. Commercial standards will apply except as provided herein or unless Main Steel has received, reviewed and acknowledged by written acceptance of Buyer's own specified tolerances and standards. If Buyer notifies Main Steel in writing of nonconformity with this warranty within ten (10) days of delivery, Main Steel, at its election, shall (i) promptly use reasonable efforts to remedy the nonconformity at no additional expense to Buyer or (ii) pay Buyer the replacement cost of any materials supplied by Buyer and used in such affected product. Replacement costs shall be equal to the lower of Buyer's cost of the materials or the materials fair market value on the date Buyer submitted its written warranty claim. The repair or payment of replacement cost shall be Main Steel's sole obligation and Buyer's exclusive remedy hereunder and shall be conditioned upon, at Main Steel's option, delivery and transfer of title of such non-conforming products to Main Steel. Products may not be returned to Main Steel without Main Steel's prior written permission; such returns will be on the terms and conditions as Main Steel may require. Certain products or services sold by Main Steel may incorporate products or services covered by third-party manufacturers' warranties. Main Steel shall pass through and assign all such manufacturers' warranties to Buyer, to the extent that such warranties are assignable. Any rights of Buyer under those warranties are provided by the manufacturers and MAIN STEEL DOES NOT ASSUME ANY OF THE OBLIGATIONS UNDER THOSE WARRANTIES AND DOES NOT PROVIDE ANY WARRANTY COVERAGE COVERED BY THIRD-PARTY MANUFACTURERS' WARRANTIES.

(b) The foregoing warranty shall not apply (i) if Buyer is in default of any of its obligations to Main Steel, including, without limitation, payment of any amount due hereunder or otherwise; (ii) if the product is a secondary product (i.e., product that does not have written mill certification as "prime"); (iii) if the polished stainless product is 25 gauge or lighter; (iv) to the bottom side polish on any stainless sheet or plate product; (v) if the product is aluminum and Buyer does not order it to be processed within 72 hours of its delivery to Main Steel's facility or such product is found to be water stained after the date it is shipped from Main Steel's facility; (vi) if the yield loss does not exceed at least 3% of the incoming coil weight to Buyer; or (vii) if more than 10% of the coil has been processed by Buyer, or a party other than Main Steel, without authorization from Main Steel. With respect to products described in the preceding clauses (ii), (iii) or (iv) above, Main Steel shall run such products on a "best efforts" basis only and Buyer agrees to accept same "AS IS".

(c) THE EXPRESS WARRANTY IN THIS SECTION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. Any description of the products, whether in writing or made orally by Main Steel, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by Main Steel regarding use, application or suitability of the products shall not be construed as an express warranty unless confirmed to be such in writing by Main Steel.

10. **Limitation of Liability.** IN NO EVENT WILL MAIN STEEL, ITS AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR (a) CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, COSTS, EXPENSES, OR LOSSES (INCLUDING LOST PROFITS OR OPPORTUNITY COSTS), REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, OR (b) ANY ACTIONS, DAMAGES, CLAIMS, LIABILITIES, COSTS EXPENSES, OR LOSSES IN ANY WAY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS FOR AN AGGREGATE AMOUNT IN EXCESS OF THE FEES SET FORTH IN THE INVOICE FOR THE PRODUCTS GIVING RISE TO LIABILITY.

11. **Technical Information.** Any sketches, models, samples or designs submitted by Main Steel shall remain the property of Main Steel, and shall be treated as confidential information unless Main Steel has in writing indicated a contrary intent. No use or disclosure of such sketches, models and samples, or any design or production process or techniques revealed thereby, shall be made without the express written consent of Main Steel.

12. **Assignment.** Neither party may assign, transfer or delegate any of the rights or obligations under these Terms and Conditions without the written consent of the other party, except that Main Steel may (a) assign and/or subcontract all or a portion of these Terms and Conditions to an affiliate or subsidiary without consent of Buyer or (ii) assign its rights and obligations hereunder to any successor in interest to all or substantially all of the assets and business of Main Steel, without the consent or approval of Buyer.

13. **No Waiver of Breach.** No waiver of any breach of these Terms and Conditions will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

14. **Severability.** If any provision of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provision hereof, which shall be construed as if such illegal and unenforceable provision(s) had not been inserted herein.

15. **Governing Law; Jurisdiction.** These Terms and Conditions will be governed and construed under Illinois law without regard to its conflict of laws provisions. Buyer hereby submits to the personal non-exclusive jurisdiction of the courts of the state of Illinois for all purposes connected to the purchase and sale of the services and products. In any legal proceeding between the parties, venue shall exclusively lie in the state and federal courts situated in Cook County, Illinois. Unless a lesser time period is specifically provided herein, any action by Buyer against Main Steel must be brought within twelve months after the event giving rise to the cause of action, or such action shall be barred notwithstanding any statutory limitations to the contrary.