

WISCONSIN STEEL & TUBE CORP.
INVOICE TERMS AND CONDITIONS

This writing constitutes an offer or counteroffer by Wisconsin Steel & Tube Corp. ('Seller') to sell the products and/or services described herein in accordance with these terms and conditions. This writing is not an acceptance of any offer made by Buyer, and acceptance of this offer is expressly conditioned upon Buyer's assent to these terms and conditions. Seller hereby objects to any such additional or different provisions contained in any purchase order or other communication heretofore or henceforth received from Buyer. This contract and these terms and conditions shall constitute the entire agreement between Seller and Buyer. Buyer agrees that it has full knowledge of the terms and conditions set forth herein and that the same constitute the entire agreement between the Buyer and Seller and shall be binding upon same if Buyer signs and delivers an acknowledgement copy of Term and Condition, if Buyer has received delivery of the whole or any part of the merchandise described on the face hereof, or if Buyer has otherwise assented to these Terms and Conditions.

Notwithstanding the provisions of any other document involved in the sales contract, the following provisions shall apply.

SALES CONTRACT Deliveries are quoted subject to prior sale. Price quoted subject to price prevailing at time of shipment unless otherwise stated. Stenographic or clerical errors are subject to correction. We will not be liable for non-delivery of goods or delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by buyer by reason of such non-delivery or delay when such non-delivery or delay is, directly or indirectly, caused by, or in any manner arises from acts of God, wars, shortage of materials or supplies now or hereafter ordered or interruption or delay in the delivery thereof, plant breakdowns or disability for any cause whatsoever, strikes, or other labor disturbances, delays or interruptions in transportation facilities, requirements or regulations or policies of any Government, and all other contingencies reasonably beyond our control.

PAYMENT TERMS Payment terms are net 30 days after date of invoice, or such other terms as specifically set forth on the face hereof. Payments shall be made without deduction or setoff of any kind, except as expressly permitted herein. Any cash discount shall be calculated on total amount of the invoice before additions or deductions for transportation and before addition of any applicable taxes. Buyer agrees to pay service charges of 2% per month or the highest rate allowed by law (whichever is less) from the due date of each invoice to the date of payment. Seller reserves the right at any time to remove any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Seller, and in such event, all subsequent payments shall be made in advance of shipment or delivery at Seller's discretion. In the event Buyer's account is placed for collection, Buyer agrees to pay all costs, expenses and fees of collection, including Seller's reasonable attorneys' fees. Buyer agrees that any dealings between the parties shall be governed by and interpreted in accordance with the laws of the State of Wisconsin, without regard to conflict of laws provisions or the Convention for the International Sale of Goods and Buyer further agrees to the jurisdiction of the courts of Wisconsin, state or federal, or any other appropriate jurisdiction per Seller's election, to determine any controversy.

WARRANTY Seller warrants title to its products and that reasonable care will be taken to provide products conforming to the specifications agreed upon such warranties being subject to the limitations and conditions hereinafter imposed, no other warranty being implied or intended. Seller will at its option, replace at point of delivery, or allow credit for the price of, products furnished by seller returned by customer as authorized by seller and found by seller to be defective or not in conformity with the specifications agreed upon, providing notice has been given as hereinafter provided and seller has had reasonable opportunity to make inspection of the same. Notice of rejection or of claim shall be made to seller's office in writing with full particulars within thirty days after arrival of such products at their destination. Failure to give such notice constitutes acceptance and an irrevocable waiver of all claims in respect to such products and the sales thereof. SELLER SHALL NOT BE LIABLE, WHETHER TO THE ORIGINAL PURCHASER OR TO ANYONE ELSE, FOR THE COST OF ANY LABOR EXPENDED UPON SUCH PRODUCTS, OR FOR ANY SEPARATE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE WHETHER TO PERSONS OR PROPERTY, INCLUDING CONSEQUENTIAL DAMAGE ACCRUING BECAUSE OF THE USE OF SELLER'S PRODUCTS. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY. SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. Products returned without seller's authority will be held for customer's account and risk, subject to the seller's unpaid vendor's lien, with power of disposal. Any product which has been worked upon or otherwise altered shall not be subject

to rejection or claim of any kind. Notwithstanding any other provision hereinabove to the contrary, any products or materials which the seller does not produce or manufacture shall be subject only to the warranties of seller's vendors.

INSPECTION Materials must be examined by the Buyer immediately upon receipt to determine correctness of shipment as to quantity, size, length and condition. Buyer must not cut, fabricate or otherwise use material without such examination.

RETURNED GOODS Our permission must be obtained prior to the return of any material sold by us. Upon return, the material will be subject to inspection, and credit will be issued based on its condition. Unless otherwise agreed, credit will be at invoice price less minimum discount of 15% to cover cost of handling, and less all transportation charges, except where the fault lies with us. Materials requiring conditioning or redesigning or of non-stock type cannot be returned, except by permission of the factory and will be subject to factory terms. Metals, rope, hose, belt, etc., cut to specific lengths or dimensions are not returnable for credit or exchange. Materials returned should be prepaid, carefully marked with customer's name and address on outside of package or tag. Notice should be given us the same day as shipment, furnishing copy of bill of lading, order number and invoice date.

MATERIAL DAMAGED IN TRANSIT Our responsibility ceases as soon as the material is delivered in good order and condition to the carrier. If the carrier insists on our signing a release or other document having reference to carrier's liability before carrier accepts the shipment, we will sign a document, but with the understanding that it will not in any way affect the right of the buyer to recover damages for negligence on the part of the carrier. When buyer receives material damaged or in bad condition, a notation to that effect must be made on the carrier's receipt. If crated or boxed material is found damaged when unpacking, buyer should notify carrier immediately so that an inspection may be made and a notation made on shipping receipt. All claims for loss, damage or delay must be made in writing by buyer to the carrier at the point of origin of delivery within six months; express claims within four months; otherwise no claim may be made.

DELIVERY If delivery dates are specified, they are estimates only and are not guaranteed. All sales are subject (a) to such delay in our failure of performance by seller as may be due to causes which substantially interfere with or restrict the supply of availability of any required material or labor, or which otherwise substantially interfere with, or abnormally increase the cost of, performance; (b) to seller's being able to obtain and, to devote to the fulfillment thereof the necessary labor, materials and plant and transportation facilities; and (c) to the effect of all governmental regulations and restrictions from time to time in force.

CANCELLATION Orders placed with us cannot be cancelled or countermanded without our consent. Orders for special and non-stock material cannot be cancelled without the consent of the supplier.

NUCLEAR APPLICATION EXCLUSION It is expressly understood and agreed that the Buyer will not cause to be used or make available for use the product(s) described on the face hereof in any nuclear application including, but not limited to, use on connection with any nuclear reactor, any nuclear power generating system or any nuclear waste (or spent fuel) disposal project, unless written notice of the specified proposed or intended nuclear application has been given to the Seller at the time of Buyer's offer for the product(s). Unless such notice has been given, any subsequent nuclear application of the product(s) is wholly unauthorized and shall be deemed to be unknown to unforeseeable to and unintended by Seller. **UNLESS SUCH NOTICE HAS BEEN GIVEN, BUYER SPECIFICALLY AGREES THAT, AS TO NUCLEAR APPLICATIONS, THE PRODUCT(S) FURNISHED BY SELLER ARE FURNISHED WITHOUT ANY WARRANTIES WHATEVER, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT IS FURTHER SPECIFICALLY AGREED THAT BUYER WAIVES ALL REMEDIES AND ANY CLAIM, INCLUDING ANY STATUTORY OR COMMON-LAW CLAIM FOR CONTRIBUTION OR INDEMNIFICATION, AGAINST SELLER WITH RESPECT TO ANY NUCLEAR APPLICATION OF THE PRODUCT(S) FOR WHICH SUCH NOTICE HAS NOT BEEN GIVEN.**

TECHNICAL ADVICE Seller shall not be responsible for the results of any technical advice in connection with the design installation or use of the products sold hereunder.

OTHER CONDITIONS Seller hereby expressly rejects any and all conditions of sale additional to or different from those expressed herein, whether such additional or different conditions be expressed or implied and whether contained in the customer's order form, or otherwise, any authority to modify or add to these conditions being lodged in seller's officers exercisable, in writing, over their respective signatures.

We hereby stipulate that these goods were produced or furnished (as the case may be) in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. We also

stipulate that the articles ordered were produced or furnished (as the case may be) in compliance with any and all applicable provisions of the Walsh-Healey Public Contracts Act, the Eight Hour Law and the Davis-Bacon Act. We also stipulate that the prices for the goods covered by this invoice do not exceed the ceiling prices therefore established by any applicable ceiling regulation or order.