



**SERVICE STEEL**  
A VAN PELT COMPANY

### SERVICE STEEL CONDITIONS OF SALE

1. Quotations and prices are subject to change without notice. All shipments will be billed at the Seller's prices in effect at a time of shipment, notwithstanding any prices herein or heretofore named, quoted or proposed. Transportation charges are for the account of the Buyer. If transportation charges (including tax) are changed prior to complete shipment, whether because of changes in rate, requested mode of shipment or quantities to be shipped, or otherwise, the difference shall be for account of buyer.
2. Delivery is subject to federal and state laws and regulations, fires, strikes, disputes with workmen, floods, accidents, embargoes, delays in transportation, shortage of cars, shortage of fuel or other material, shortage of labor, and any other causes beyond reasonable control of the Seller. Anticipated completion, shipment and delivery dates set forth in Seller's Order Acknowledgement are estimates only, and in no event shall Seller be liable for any consequential damages or claims for labor resulting from failure or delay in delivery.
3. Over shipment or under shipment within 10% of the quantity ordered will be considered permissible. Unless otherwise specified, random lengths will include up to a maximum of 10% of the total quantity in shorter lengths down to 4 feet.
4. If the Buyer fails to fulfill the terms of payment of any order between the Buyer and Service Steel and Industrial Steel Divisions of Van Pelt Corporation, the Seller may defer further shipments until such payments are made or may cancel this order. Buyer agrees to furnish to Seller all such credit information and security for payment as Seller shall require. Failure to furnish such security will entitle Seller to suspend production shipment or delivery until satisfactory payment arrangements are made. Payment shall be in U.S. Funds. All indebtedness outstanding after the net due date is subject to interest charges.
5. Title to all goods sold shall pass upon delivery to the carrier. If any goods arrive at Buyer's destination in damaged condition or should a shortage exist, the Buyer must immediately report such damage or shortage to the delivering carrier and the Seller and proper notations should be written on the on the carrier's delivery receipt. Seller must be notified in writing thereof within 15 days after arrival of the goods at Buyer's destination. Any loss or shortage occasioned by damage or occurring in transit will be for the account of the buyer. Seller will use all reasonable efforts to comply with Buyer's routing requests, however, if unable to comply, Seller reserves the right to use alternative routing whether or not at a higher rate.

Service Steel  
13700 Sherwood Ave  
Detroit, MI 48212  
313-365-6500  
Corp: 313-365-3600

Service Steel  
333 Wales Ave  
Tonawanda, NY 14150  
716-694-5200

Service Steel  
5170 Broerman Ave  
Cincinnati, OH 45217  
513-242-6000

Service Steel  
2930 Morton Dr.  
East Moline, IL 61244  
309-755-2156



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6. Any claim respecting the condition of goods, compliance with specifications or any other matter affecting the goods must be made promptly by Buyer but in no event later than 90 days after receipt of the goods by Buyer (except for claims of damage or shortage which must be made within 15-day period set forth in paragraph 5), and Buyer shall be deemed to have waived any claim not made with such 90 or 15-day period, as applicable. Whenever any claim is made by Buyer, whether for damage, shortage, condition, compliance with specifications or otherwise, the Buyer must set aside, protect and hold the goods without further processing until Seller has had opportunity to inspect goods. Any processing of the goods by Buyer after it has discovered any damage, shortage, defect or other condition upon which claim is made shall constitute a waiver of such claim. In no event may goods be returned to Seller without Seller's prior written consent, and, Seller's prior written consent thereto has been obtained, any freight, transportation, storage or other charges resulting from Buyer's refusal to accept goods or to pay freight charges, or from return of goods to Seller shall be for the account of Buyer.
7. THERE ARE NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED. (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR PURPOSE WHICH WARRANTIES, ARE EXPRESSLY EXCLUDED HEREUNDER). EXCEPT THAT ALL GOODS DESCRIBED ON SELLER'S ORDER ACKNOWLEDGEMENT WILL BE MANUFACTURED IN ACCORDANCE WITH THE DESCRIPTION AND SPECIFICATIONS THEREIN STATED IN WRITING. SUBJECT TO STANDARD MILL PRACTICES AND VARIANCES.
8. All goods shall be subject to Mill's standard manufacturing variations, classifications and extras as in effect on the date of shipment. The buyer may inspect or provide for inspection at the Seller's premise prior to shipment. Such inspection must be so conducted as to not interfere with the Seller's normal operations. When such inspection is conducted by the Buyer, Buyer's inspector shall be deemed the agent of the Buyer with full authority for acceptance of goods prior to delivery to carrier.
9. Packaging, loading and bracing, if any, of the goods shall meet or exceed the minimum requirements customarily applying to the method of transportation used for such goods. If Buyer's order specifies any other or special packaging, loading or bracing requirements, Seller will use all reasonable efforts to comply therewith and any extras due to such compliance shall be for the account of the Buyer.
10. Seller's sole liability with respect to any goods furnished hereunder which do not, for any reason, conform to the terms and conditions hereof, shall be to replace such goods at the original point of delivery or, at Seller's option repay the purchase price thereof. In either such event, Seller may require return or other disposition of non-conforming goods any transportation charges therewith to be for Seller's account. In no event shall Seller be liable for consequential damages or claims for labor or processing performed on or in connection with any non-conforming goods.

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11. Any taxes or charges which the Seller may be required to pay or collect under any existing or future law upon or applicable to the sale, purchase, manufacture, processing, transportation, delivery, storage, use or consumption of any goods covered hereby shall be for the account of the Buyer, and may be added to the invoice amount.
12. Failure of the Seller to enforce any of these conditions or to exercise any right accruing through the default of the Buyer shall not affect or impair the Seller's rights in case such default continues or in case of any subsequent default of the Buyer and such failure shall not constitute a waiver of other or future defaults of the Buyer.
13. It is expressly understood that any technical advice furnished by Seller with respect to the use of the goods and services is given without charge and Seller assumes no obligation or liability for any such advice given or results obtained, all of which is given and accepted at Buyer's sole risk, and no such advice whether written or oral, or any other recommendation or examination by Seller of Buyer's needs, requirements or facilities, shall constitute a waiver of any of the provisions hereof or affect the Seller's responsibilities hereunder.
14. There are no understandings or agreements between the Buyer and the Seller relative hereto which are not fully expressed herein and no charge made herein shall be valid unless it is made in writing and signed by both parties.

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