

BLAIR

Strip Steel Company



TERMS AND CONDITIONS OF SALE

1. Seller shall not be liable for any delay in performance due to any war, strike, difference with workman, accident, fire flood, Acts of God, delay in transportation, shortage of materials, equipment breakdowns, laws, regulations, orders or acts of any governmental agency or body of any cause beyond the reasonable control of the Seller. In any such event Seller shall have such additional time within which to perform, as may be reasonably necessary and shall have the right to apportion its production among its customers in such manner, as it shall deem equitable.
 2. Shipments and deliveries shall be subject to approval of Seller's Treasury Department. If Buyer shall fail to fulfill the terms of payment, Seller may defer further shipments, or may, at its option, cancel the unshipped balance. No failure of Seller to exercise any right accruing from any default of Buyer shall impair Seller's rights in case of any subsequent default of Buyer.
 3. Material found to be defective or which shall fail to conform to the contract will be replaced by Seller at the point where delivery was made or Seller may, at its option, refund the price paid by the Buyer. Any claim must be presented within a reasonable period after receipt of the material. Seller must be given a reasonable opportunity to inspect and the material must not be returned except by permission of Seller. BUYER'S EXCLUSIVE REMEDY for the failure of Seller to furnish material conforming to the contract or to any warranty is expressly limited to the replacement or repayment provided for above and Seller shall not be liable to Buyer or anyone else for any other claims or for any damages, whether direct or indirect, consequential or incidental.
 4. All material furnished hereunder, including that produced to meet an exact specification, shall be subject to Seller's standard manufacturing practices, including mill practices relating to tolerances, variations and over / under shipments.
 5. The prices to be charged for the material shall be Seller's prices in effect at time of shipment. All delivered prices or prices with freight allowed shall be based upon prevailing freight rates and/or transportation charges and if these shall be increased or decreased, such prices on all unshipped tonnage shall be increased or decreased accordingly. Payment due date, net or discount, shall be based on the date of the invoice. Cash discount shall apply only on the mill price of the material. Seller shall not be responsible for spotting, switching, damage, handling or other charges at destination.
 6. Carriers shall be responsible for goods lost or damaged in transit and consignee must immediately notify the carrier in writing of such loss or damage. At Buyer's request Seller will offer its assistance.
 7. All taxes which Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any materials or services covered hereby, including taxes upon or measured by the receipts from the sale thereof (except net income and equity franchise taxes) shall be for the account of Buyer.
 8. The material covered by this contract will be produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended.
 9. No terms or conditions other than those stated herein, whether contained in Buyer's purchase order or shipping release or elsewhere and no written or oral agreement that purports to vary these terms and conditions, shall be binding upon Seller unless hereafter set forth in a written instrument signed by Seller's authorized representative. All proposals, negotiations and representations, if any, in connection with Buyer's order made prior to the date of this acknowledgment, are merged herein. Waiver by Seller of any breach of these terms and conditions shall not be construed as a waiver of any other breach.
 10. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this acknowledgment without prompt written objection thereto as well as from acceptance by Buyer of all or part of the material ordered.
 11. Title to material shall pass to Buyer when loaded from Seller's mill.
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