

**Office and Plant:**  
2800 South 61<sup>st</sup> Court  
Cicero, Illinois 60804-3091

(708) 735-8000  
(800) 323-2750



**Mailing Address:**  
P.O. Box 5137  
Chicago, Illinois 60680-5137

Facsimile:  
(708) 735-8100

## INVOICE TERMS

1. THIS INVOICE may be construed as an offer, an acceptance of an offer, or confirmation of a contract. In the event this invoice is construed as an offer, the offer expressly limits acceptance to the terms of the offer and constitutes notice of objection to any additional or different terms in the acceptance so as to preclude the inclusion of any different or additional terms in any resulting contract. If this invoice is construed as an acceptance, this acceptance expressly conditions such acceptance on the Seller's assent to any additional or different terms contained herein. If this invoice is construed as a confirmation of an existing contract, such confirmation is expressly conditioned on Seller's assent to any additional or different terms contained herein.

2. THE PRICES set forth in this invoice and any contract or agreement arising out of this invoice are subject to the condition that if prices in effect at the time of shipment exceed the prices quoted herein, the prices in effect at the time of shipment will apply. In all other cases the prices quoted in the invoice will apply.

3. THE TERMS of payment of all orders or contracts are subject to the approval of the Treasurer of the Seller.

4. EACH MONTH'S shipment shall be treated as separate and independent orders or contracts, and if the Buyer fails to fulfill the terms of payment under this or any other order or contract, or the Seller, for any reason, shall have any doubt as to the Buyer's responsibility and so advises the Buyer, then in either event the Seller may (1) defer further shipments until payment is made, or the Buyer has satisfied the Seller of his responsibility, or (2) the Seller may cancel this and/or any other orders or contracts.

5. THE SELLER shall not be liable for nonperformance of orders or contracts in whole or in part, if such nonperformance is the result of machinery failures, fires, strikes, differences with employees, casualties, delays in transportation, shortage of cars, or other conditions beyond the Seller's reasonable control, nor shall these exemptions be limited or waived by any other terms of this or any other orders or contracts, whether printed or written.

6. CLAIM FOR errors, deficiencies or imperfections will not be considered unless made within thirty (30) days after receipt of the goods, except as provided in paragraph 7. Goods inspected by Seller and found defective when in the hands of original purchaser and when properly used for the purpose for which sold, will be replaced or credit will be allowed for the price thereof upon its return, but the Seller shall not be liable for any claims for labor or consequential damages, and the goods must not be returned except by permission of Seller. The remedies to Buyer hereunder are exclusive.

7. THE CARRIERS are responsible for goods lost or damaged in transit, and in case of loss or damage en route consignee (Buyer) as required by Rule No. 2, paragraph 8, of the Uniform Bill of Lading, must immediately notify the carrier's agent at destination, in writing, in order to substantiate formal claim when presented.

8. THE QUANTITY of goods shown by invoice shall in all cases govern settlement, unless notice of shortage is given to the Transportation Company and the Seller within ten (10) days after receipt of the goods.

9. INVOICES are payable to the order of the Seller at the address specified on the front of the invoice.

10. IF FREIGHT RATES charged to Seller, other than switching charges, are increased or decreased prior to shipment, prices on the unshipped tonnage shall be increased or decreased accordingly.

11. ANY TAXES which the 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 of the goods covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof, to the Seller upon demand.

12. FORBEARANCE OR FAILURE of Seller to enforce any of these conditions, or to exercise any right accruing from any default of the Buyer, shall not affect, impair or waive the Seller's rights in case such default continues, or in any case any subsequent default of the Buyer occurs.

13. ALL ORDERS or contracts are accepted and executed by the Seller at its General Office, Cicero, Illinois 60804.

14. THIS INVOICE is to be construed and enforced in accordance with the internal laws and decisions (as opposed to the conflict of laws) of the State of Illinois.

SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF GOODS OR OF THEIR FITNESS FOR ANY PARTICULAR PURPOSES.