

TERMS

ACKNOWLEDGEMENTS AND ACCEPTANCE. THIS PURCHASE ORDER may be construed as an offer or an acceptance of an offer. In the event this purchase order 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 purchase order is construed as an acceptance, this acceptance expressly conditions such acceptance on Seller's assent to any additional or different terms contained herein. Unless otherwise agreed to in writing by Buyer, Seller's action in delivering goods or performing services called for hereunder shall constitute an unqualified acceptance of the terms herein. All sections of the Uniform Commercial Code which expressly or implicitly protect Buyer are hereby incorporated by reference in this form whether it be construed as an offer or an acceptance.

CONFIDENTIAL RELATIONSHIPS. Seller agrees to treat and maintain as strictly secret and confidential, all specifications, drawings, blue prints, nomenclatures, samples and other information supplied by Buyer or otherwise acquired by Seller as a result of this Purchase Order. Unless the written consent of Buyer is first obtained, Seller shall not in any manner discuss, advertise, reveal, publish or release for publication any information supplied to or acquired by Seller, any statement mentioning Buyer or the fact that Seller has furnished or contracted to furnish to Buyer, goods required by this order.

PRICE WARRANTY. The price shall not be higher than that appearing on the face of this order or if no price appears thereon, then no higher than the price last quoted to Buyer by Seller. Seller warrants that such price is not less favorable than that currently extended to any other customer for the same goods in equal or less quantities. If Seller reduces its price for such goods prior to specified shipping date, Seller agrees to reduce the price hereof correspondingly.

PACKING. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this order. Seller shall be responsible for safe packing which, at a minimum, must conform to the requirements of carrier's tariffs, if any. All shipments must carry the correct quantity, product identification and purchase order number plainly marked on all packages. Trucks must be loaded to minimum weight requirements to assure lowest rate unless otherwise specified or Seller will be solely responsible for any resulting excess freight.

DELIVERIES. Time is of the essence in this order and deliveries are to be made both in quantities and at times specified herein. Buyer reserves the right to cancel and reject the goods upon default by Seller in time, rate or manner of delivery. Buyer also reserves the right to refuse shipments made in advance of the scheduled deliveries appearing on the face of this order.

QUANTITY. The quantity of goods ordered must not be exceeded or reduced without Buyer's prior written consent except in conformity with acknowledged industry tolerances. Any unauthorized quantity is subject to rejection and return at Seller's expense.

INSPECTION. All goods are subject, notwithstanding prior payment therefor by Buyer, to inspection and test at place of manufacture, the destination or at both places by Buyer's representative. Goods failing to meet the requirements of this order will be held at Seller's risk and may be returned to Seller with costs of transportation, unpacking, inspection, repacking, reshipping or other like expenses to be the responsibility of Seller.

SPECIFICATION CHANGES. Buyer shall have the right by written order to make changes from time to time in the work to be performed on the goods to be furnished by Seller hereunder. If such changes cause an increase or decrease in the amount due under this order in the time required for its performance, an acceptable adjustment shall be made and the order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 days from when the change is ordered. Nothing in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed.

INDEMNITY. Seller will indemnify Buyer, its officers, agents and employees against all claims, losses, damages and expenses resulting from defects in material or workmanship.

PATENT INFRINGEMENT. Seller agrees to protect and save harmless Buyer from all costs, expenses or damages arising out of any infringements or claim of infringement of patents in the use of goods covered by this order. Seller shall, at its own expense, defend Buyer on such claims provided Buyer shall give Seller prompt notice in writing of such claims and shall supply at Seller's expense all necessary information.

LIENS. All goods delivered and labor performed under this order shall be free of all liens and, if Buyer requests, a formal release of all liens will be delivered to Buyer.

ASSIGNMENT. This order shall not be assigned in whole or in part without Buyer's prior written consent.

FAIR LABOR STANDARDS ACT. Seller will comply with the Fair Labor Standards Act of 1938, as amended. All invoices shall contain the following assurance: "Seller represents that it has complied with the Fair Labor Standards Act of 1938, as amended, in producing the supplies or performing the services covered by this invoice."

WARRANTIES. Seller warrants that all goods or services furnished hereunder shall meet Buyer's specifications, be merchantable, and free from any defects in material or workmanship. If Seller has been informed of the use of goods, Seller warrants their fitness for that particular purpose. Seller shall indemnify and save Buyer harmless from any breach of this warranty. Seller's warranty shall run to Buyer and Buyer's customers.

SHIPMENTS. Steel and Non-Ferrous Shipments must be made by OPEN TOP TRUCK ONLY and routing of same must be followed. Seller will mail shipping notice showing Buyer's order number, size and weight of goods, on the same day shipment is made.

INVOICE. Invoice must be rendered in DUPLICATE and sent with signed bill of lading. Invoices must contain purchase order number and should be mailed at the time of each shipment unless otherwise specified. If invoice is subject to cash discount, the discount period will be calculated from the date the invoice and shipping documents are received by the Accounts Payable Department. If cash discount is not permitted on freight charges, then specific notation of this must be shown on the invoice.

GOVERNING LAW. This order and all rights and obligations hereunder shall in all respects be governed by and construed in accordance with the internal laws of the state of Illinois.

ENTIRE AGREEMENT. This order, and any documents referred to on the face hereof, constitute the entire agreement between Buyer and Seller.

WAIVER. Buyer's failure to insist on performance of any term or to exercise any right or privilege, shall not waive any such term, right or privilege.

SET OFF. Buyer must set off any amount due from Seller, whether or not under this order, against any amount due Seller hereunder.

FORCE MAJEURE. Buyer may delay delivery and/or acceptance occasioned by causes beyond its control.