

1. This contract and any documents referred to herein and on the face hereof constitute the entire agreement between the parties. No terms or conditions, other than those stated herein, whether contained in Buyer's purchase order or release or elsewhere, shall bind Seller unless agreed to in writing by Seller. Seller considers provisions, which add to, or conflict with these terms and conditions in any prior or later orders or communications from Buyer to be significant and material and hereby objects to them. Buyer's receipt of this acknowledgment without written objection thereto within 3 days of its receipt constitutes Buyer's acceptance of all these terms and conditions.
2. All sales are F.O.B. point of original shipment at Buyer's risk and are net 30 days, unless specified differently on the face of the invoice. Interest up to the maximum rate permitted by law accrues on invoices unpaid as of the net due date.
3. Seller's base prices, together with related extras and deductions, are subject to change without notice. All shipments shall be invoiced at prices in effect at time of shipment. Prices on any price list: quotation or any accepted order shall be adjusted to Seller's prices in effect at time of shipment. Changes in transportation charges included in delivered prices shall be for Buyer's account. Seller reserves the right to become competitive at any time.
4. Buyer's failure to pay on the due date for goods shipped gives Seller the right, without prior notice to Buyer, to suspend shipments until all prior shipments are paid or cancel the contract.
5. Seller can modify payment terms or revoke Buyer's credit if, after the order date, Seller decides not to grant Buyer the credit terms specified herein. Buyer understands this right is necessary to allow Seller's credit department time to review Buyer's credit status. If Buyer's credit is revoked, full payment shall be due before shipment.
6. Buyer may inspect the goods at the place of manufacture but after shipment, Seller is liable only for replacing defective or nonconforming goods at the first shipping destination. If goods in Buyer's possession appear defective or nonconforming, Buyer shall immediately notify Seller, in writing, and Seller may inspect the goods. Written notice shall be given within 30 days after the defect or nonconformity is discovered, but in no event later than 1 year after receipt of goods. Failure to submit timely written notice of defect of nonconformity constitutes acceptance of the goods. No defective or nonconforming goods shall be returned, repaired or disposed of without Seller's written consent. No allowances will be made for materials or labor involved in the movement of rejected goods from Buyer's plant. IN NO EVENT SHALL SELLER BE LIABLE FOR ANTICIPATED OR LOST PROFITS OR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, EXEMPLARY OR CONTINGENT DAMAGES OF ANY KIND WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH ANTICIPATED OR LOST PROFITS OR DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE ACTUAL PRICE PAID TO SELLER FOR THE DEFECTIVE OR NONCONFORMING GOODS.
7. Seller warrants the goods sold hereunder will conform to the specifications contained herein or in Seller's quotation, subject to Seller's standard manufacturing variations, if any, and will be free from defects in material and workmanship. THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE.
8. Variation in check weighing by Buyer up to 2% is permissible variation from invoiced weights to account for differences in kind, type, location of scales and possible errors of weighers. Buyer shall advise Seller immediately of weight variations over or under the permissible 2% so that a check of weights may be made.
9. If goods arrive at Buyer's destination in a damaged condition, or a shortage exists, Buyer should advise immediately the delivery carrier and Seller. In case of damaged goods, a joint inspection of the loaded vehicle should be arranged with carrier and Seller. Any in-transit loss or damage will be for Buyer's account and claims shall be made direct to the carrier.
10. Seller will use all reasonable efforts to comply with Buyer's shipment requests, but Seller may use alternate transportation or routes if substantial delay might otherwise occur. Seller will notify Buyer as soon as possible.
11. Seller will identify all transition steel coils sold to Buyer under the terms of this purchase order by providing head and tail chemistry on the mill certificate. Seller will only provide head chemistry on the mill certificates of non-transition steel coils.
12. Unless specified otherwise, standard packaging will apply. If Buyer's order includes special packaging, loading and bracing requirements, Seller will use reasonable efforts to comply and will charge Buyer according to Seller's list of extras.
13. Seller shall not be responsible for delay in performance under the contract resulting in whole or in part from any causes beyond Seller's control, including but not limited to, fire, flood or other catastrophe; strikes, lockouts or other differences with employees; war, riot or embargo delays; mill conditions, shortages of transportation equipment, fuel, labor or material; losses or damages in transportation; or compliance with any Federal or State law or administrative regulations.
14. Buyer cannot cancel or modify the contract or hold up releases after goods are in process except with Seller's written consent. At Seller's option, Buyer may be assessed a reasonable storage charge if delivery or goods is delayed due to Buyer's failure to perform and Seller may revoke any quantity discounts.
15. Buyer is liable for taxes or other charges levied by governmental authorities upon the manufacture, sales, delivery, storage, consumption or transportation of the goods or services to be provided under the contract, and if paid or required to be paid by Seller shall be added to and become part of the price payable to Seller.
16. Seller retains a security interest in the goods until final payment is received and possess all rights of a secured party under the Uniform Commercial Code.
17. Seller's waiver of any contract breach shall not waive any other breach. Failure to exercise any right accruing through Buyer's default shall not affect Seller's rights in any subsequent Buyer's default.
18. Where the goods are to be exported, Seller specifically reserves all right to drawback of duty or taxes paid on goods entering into the manufacture or production of the goods exported, to which right Buyer disclaims all interest, and agrees to cooperate and furnish Seller with all documents necessary to obtain payment of such drawbacks.
19. Each party will indemnify and save the other harmless from any judgment, which may be rendered against the indemnified party in any suit brought on account of an infringement by the indemnifying party of any United States patent. Buyer is solely responsible for any such patent infringements related to specifications provided by Buyer. Written notice shall be given by the indemnifying party of the bringing of any such suit and the indemnifying party may settle or defend the same as the indemnifying party may see fit. Every reasonable assistance in defending any such suit shall rendered by the indemnified party. The foregoing states the entire liability of each party to the other party for patent infringements.
20. In addition to any remedies set forth in the contract, Seller shall be entitled to all remedies otherwise available to it under applicable law, and such remedies shall be considered cumulative. In the event Buyer unjustifiably refuses or fails to accept any goods manufactured by Seller for Buyer, Buyer shall pay to Seller the contract price for the unaccepted goods. In the event Buyer defaults in its obligations hereunder, Buyer shall be liable for Seller's costs of collection, including reasonable attorneys' fees.
21. The parties shall use their best efforts to resolve all claims, disputes and controversies relating to this contract. If the parties cannot voluntarily resolve such claim, dispute or controversy within 30 days of written notice, then either party may submit such issue to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The other party shall have 10 days from such notice to object to arbitration, in which case arbitration shall not occur. The arbitration proceedings shall be held in Toledo, Ohio within 30 days of its submission. Each party shall select 1 arbitrator and the arbitrators shall select a third arbitrator. The arbitrators shall have no authority to award damages or remedies excluded by this contract. A judgement on the arbitrators' award may be entered in any court having jurisdiction thereof.
22. This contract shall be deemed to have been entered into and shall be construed according to the laws of the State of Ohio.
23. All provisions of this contract are separate and severable. If any such provisions are held invalid or unenforceable, such invalidity of unenforceability shall not affect the other provisions. Clerical and stenographic errors are subject to correction.