

Terms and Conditions of Sale

The following Terms of Sale shall be applicable to all sales made by Cincinnati Metals Company, Inc. except where it is otherwise expressly agreed in writing.

QUOTATIONS: All quotations made by us are subject to prior sale of the goods, unless otherwise expressly agreed in writing.

PRICES: The prices quoted may be changed by us without notice in order to reflect our prices at time of shipment and any increase in transportation, labor or other costs. We reserve the right to correct any obvious errors in specifications or prices.

TAXES: Any taxes which, under any existing or future law, we may be required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the goods or services covered shall, if not separately shown, be added as a separate item to the quoted price and shall be paid by you to us on demand. The foregoing shall not apply to any taxes, the payment or collection of which by us is excused by reason of delivery to us of valid tax exemption certificates.

QUANTITIES: On certain commodities the producing mill reserves the privilege of shipping over or under the ordered quantity in accordance with established trade practices which will constitute full and complete shipment of the material specified.

TERMS OF PAYMENT: Payment terms are specified on invoice. Any invoice not paid within terms will accrue a late payment charge of 1 1/2 % per month. In the event this account is not paid according to the terms set forth in the invoice or statement, Customer agrees to pay a service charge on all delinquent amounts more than 10 days past due. This charge will be computed by applying a periodic rate of not to exceed maximum legal rate or 1 1/2 % per month (18% per annum) to the previous month's unpaid balance. This service charge is to cover the rebilling costs and is not a method of financing our account. If the account becomes more than 60 days delinquent and is placed in the hands of a collection agency, Customer will pay reasonable collection charges; and if placed in the hands of any attorney for collection or suit, Customer will pay reasonable attorney's fees.

DELIVERIES: Any delivery schedule indicated is based on our present estimate of the time required to ship after receipt of your order and in case of any item which is to be shipped from a producing mill upon current production schedules of the producing mill. In the event of any delay in our performance due in whole or in part to any cause beyond our reasonable control, we shall have such additional time for our performance as may be reasonably necessary under the circumstances. Acceptance by you of any goods shall constitute a waiver by you of any claim for damages on account of any delay in delivery of such goods.

SUSPENSION OF PERFORMANCE: If in our judgment reasonable doubt exists as to your financial responsibility, or if you are past due in payment of any amount owing to us, we reserve the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship, or stop any material in transit, until we receive payment of all amounts, whether or not due, owing to us, or adequate assurance of such payment.

SHIPMENTS: Unless otherwise expressly stated, shipment may be by carrier or other means selected by us. Title to any goods priced at shipping point shall pass to you upon delivery at such shipping point; title to any goods priced at destination shall pass to you upon delivery at the destination specified.

DISCLAIMER OF WARRANTIES: Cincinnati Metals Company, Inc. makes no express or implied warranties whatsoever with respect to any goods, including but not limited to the implied warranties of merchantability and fitness.

TOLERANCE AND VARIATIONS: All goods shall be subject to tolerances and variations consistent with usual trade practices and applicable specifications regarding dimensions, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality and shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

CLAIMS: If any goods received by you are damaged, or if the quantities received by you do not agree with the quantities indicated on the shipping documents, and if you intend to assert any claim against us on this account, you shall mark an exception on your receipt to the carrier and shall, within fifteen (15) days after receipt of such goods, furnish us detailed written information as to any damage or shortage. You shall advise us in writing promptly after receipt of any goods, and in no event not later than thirty (30) days after such receipt of any other claim you may have against us with respect to such goods. If you have any claims against us with respect to any goods, you shall afford us a reasonable opportunity to inspect such goods. Any action for breach of this contract must be commenced within one year after the cause of action shall accrue, and no such action may be maintained which is not commenced within such period.

LIMITATION OF LIABILITY: Your exclusive remedy for breach of contract as to any goods, and our only liability

for any such breach, shall be replacement or repair of such goods, or repayment to you of the purchase price paid by you for such goods, whichever such remedy we shall select, and if we elect to repay the purchase price of any such goods and so advise you, you must return such goods to us immediately. In no event will we be liable for incidental or consequential damages.

PATENT INFRINGEMENT: If any of the goods are to be furnished to your specifications, you agree to indemnify us and our successors and assigns, against all liabilities and expenses resulting from any claim of infringement of any patent in connection with the production of such goods.

COMPLIANCE WITH LAWS: Any clause required to be included in a contract by any applicable law, or by any administrative regulations having the effect of law, is hereby incorporated herein. Any contract created between the buyer and seller is subject to the specific condition that there are no flow-downs from the federal government that become part of the contract.

CANCELLATION: A contract may be cancelled or modified only by written agreement between us, except as otherwise provided. Your insistence upon cancelling or suspending fabrication or shipment, or your failure to furnish specifications when required, may be treated by us as a breach of contract by you, and we may cancel any unshipped balance without prejudice to any other remedies we may have.

FABRICATION: We do not warrant or accept responsibility for goods which you fabricate from material supplied by us.

ASSIGNABILITY-CONTINUITY: You shall not assign this contract or any right or obligation under this contract without our express written consent and any purported assignment shall be void and ineffective, but the contract shall be binding upon and inure to the benefit of your and our successors. FORCE

MAJEURE: We shall not be liable for delay or failure to perform in whole or part by reason of contingencies beyond our control, whether herein specifically enumerated or not, including among others, act of God, force majeure, war, acts of war, revolution, civil commotion, riot, acts of public enemies, blockade or embargo, delays of carriers, car shortage, fire, explosion, breakdown of plant, strike, lockout, labor dispute, casualty or accident, earthquake, epidemic, flood, cyclone, tornado, hurricane, or other windstorm, lack or failure of sources of supply of labor, raw materials, power or supplies, or excessive cost thereof, contingencies interfering with the production or with customary or usual means of transportation of the goods, or with the supply of coal or fuel or of any raw material of which said goods are a product or which may be used in their manufacture, delays of vendors, or, where material covered hereby is not manufactured by us, then lack or failure of sources of supply of said material, or by reason of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement of any other act of any governmental authority, national, state, or local, including court orders, judgments, or decrees, or any other cause whatsoever, whether similar or dissimilar to those above enumerated, beyond our reasonable control. Quantities so affected may be eliminated by us from this contract without liability.

APPLICABLE LAW: The construction, performance and completion of this contract is to be governed by the law of the State of Ohio.

ENTIRE AGREEMENT: The terms set forth herein constitute the sole terms and conditions of the contract between you and us. No other terms, conditions, or understanding, whether oral or written shall be binding upon us, unless hereafter made in writing and signed by our authorized representative.