STAINLESS STRUCTURALS
SPECIAL PROFILES IN STEEL

Terms and Conditions of Sales

The following terms of sale shall be valid for all sales transactions made by Stainless Structurals America. Amendments to these terms and conditions must be expressly agreed to and confirmed by the Company in writing. Purchaser acknowledges they are subject to the conditions and terms of sale for all materials sold by Stainless Structurals America to Purchaser either by purchase order, verbal agreement or other.

1. Pricing and Invoicing: All quantities, dimensions, weights and additional information contained in an offer are quoted with the greatest care, however no responsibility is accepted for their accuracy. Quantities and unit prices are for the specific quotations and sales only. For invoicing, the sizes and quantities of the actual delivery or performance apply. The agreed and invoiced prices are only valid, providing that the customer observes the agreed upon payment conditions.

2. Terms of Payment: Terms of Payment are Net 30 Days unless otherwise stated in the order confirmation. The Purchaser can claim a discount only insofar as it is clearly stated on the order or invoice. Discounts can only be applicable when invoices are settled within the agreed upon deadline for early payment and no older invoices remain unpaid. Complaints for deficiencies or belated deliveries do not entitle the purchaser to modifications of the due date of settlement or an extension of the credit period. All customer payments will be used to extinguish older debts. In case of delayed payments the purchaser may be charged monthly interest on arrears at bank rates and purchaser is also bound to reimburse extra-judicial reminder fees. In case of delayed payment of even a partial total outstanding invoice, Stainless Structurals is entitled to immediately demand payment for the balance.

3. Reservation of Title: Goods delivered remain property of the supplier until the payment has been made in full. In case of the institution of bankruptcy proceedings concerning the customer's estate or in case of payment delayed 60 days after the due date, the supplier is entitled to remove existing goods from the customer's possession, thus exercising his proprietary rights. Should the supplier, by reason of the aforementioned reservation of title, repossess the delivered goods, the purchaser will be liable for any shortfall arising from the resale of these goods, as well as bearing the return and forwarding costs.

4. Prohibition of Transfer: The purchaser is not entitled to transfer obligations onto the supplier, regardless of the legal grounds. This also applies to future obligations.

5. Place of Performance and Jurisdiction: The agreed place of performance for the mutual obligations arising from this contract will be Conroe, Texas. Any claims or disputes arising from this contract shall be brought forth in the State of Texas and they shall have exclusive jurisdiction over any such claims or disputes.

6. Deliveries: Any delivery or shipping schedule is approximate. The purchaser may not reject partial deliveries and waives the right to enforce claims for damages resulting from delayed deliveries. Stainless Structurals shall not be liable for any delay in delivery or failure to deliver for any reason in whole or in part beyond our reasonable control including but not limited to pro-

duction schedules, material availability, labor disruptions, acts of God or any other causes which may increase the cost of performance. Deliveries in excess or in default are permissible up to 15%.

7. Transfer of Risk: Liability for risks are transferred to the purchaser when the goods are handed over to the carrier or freight forwarder. Terms such as FOB, C+F, and CIF require particular agreements. Buyer assumes all risks of loss in transit.

8. Claims: Transport claims for damages are to be communicated to the carrier and the supplying company without delay. Complaints are to be made by the purchaser in writing within 7 days after goods have been received. In case of faults or claims that cannot be detected within this period, complaints must be raised upon detection without delay, immediately ceasing any material in process, and must be supported with sample pieces. If goods are found to be nonconforming and claim has been acknowledged, Stainless Structurals will take back faulty goods and replace them or the purchaser can be refunded for their diminished quality. Stainless Structurals will not honor any claims for damages caused by purchaser's improper storage or usage of the goods. Purchaser's failure to notify Stainless Structurals of any claims within this time period shall be purchaser's acknowledgement that supplier has satisfactorily performed. Regardless of the legal grounds, the purchaser is not entitled to claims for compensation against the supplier, unless they are based on intention or gross negligence.

9. Limitation of Liability: Stainless Structural's only liability arising out of this contract, shall be replacement or repair of the goods, or credit of the purchase price paid by the customer, whichever such remedy Stainless Structurals shall select. For the selection of a credit to repay the purchase price, purchaser must return the goods to Stainless Structurals immediately. Except for nonpayment by purchaser, any action arising out of this contract must be commenced within 1 year of the date of delivery. In no event will Stainless Structurals be liable for incidental or consequential damages.

10. Compliance of Laws: Stainless Structurals agrees that in our sale of these goods to purchaser, Stainless Structurals will comply with all applicable local, state, and federal laws.

11. Cancellation: A contract may be modified or cancelled only by written agreement between Stainless Structurals and purchaser. Purchaser's insistence to cancel, suspend, or failure to furnish specifications when required, may be treated as a breach of contract by purchaser thus Stainless Structurals may cancel any unshipped balance without prejudice to any other remedies.

12. Entire Agreement: The terms and conditions contain the entire understanding between the parties set forth and are the terms in which Stainless Structurals offers goods for sale. No other terms, conditions, or agreements shall be binding unless there is a written agreement signed by both parties. Stainless Structurals hereby objects to any different or additional terms that may be listed in purchaser's purchase order.