

## CALHOUN STEEL COMPANY, LLC

### TERMS & CONDITIONS

1. The following terms and conditions of the sales order confirmation shall supersede, override or take precedence over any contract provision contained in the purchase order of the company (the "BUYER") shown as "SOLD TO" on the face of the sales order confirmation or any other agreement between buyer and Calhoun Steel Company, LLC (the "SELLER") and shall form the basis of the contract between buyer and seller.
2. Buyer agrees with Seller to (a) unwrap all materials upon receipt, (b) take exceptions for wet or damager material on the delivery receipt for the subject goods, (c) report all shortages within 10 days of receipt of the subject goods, and (d) report all other claims within ten days of receipt of the subject goods. Failure of Buyer to comply with any of the foregoing, including institution of a claim within the applicable periods provided, shall constitute a waiver of all rights Buyer has against Seller for any claim. Seller shall not accept goods returned without its permission. Any transportation charges incurred due to such unauthorized return shall be Buyer's sole responsibility and liability. Seller assumes no responsibility for unloading or loading of customers' truck or common carriers for material sold FOB Calhoun Steel Co., LLC or our agents and processor locations when sold as customer pick-up.
3. Unless otherwise specifically stated on the face of the sales order confirmation, "quantity" is the weight calculated using industry standard nominal gauges.
4. Buyer's Purchase Order is accepted subject to the goods Seller has on hand being applicable to the specifications stated on the face of the sales order confirmation or Seller's accumulating conforming goods.
5. Seller reserves the privilege of canceling this Contract at its discretion should it be unable to ship complete within the time specified by Buyer in its Purchase Order, or if no time is specified, within a reasonable amount of time from the date of the sales order confirmation.
6. Shipments and deliveries shall at all times be subject to the approval of Seller's credit department and, in the event Seller shall have any doubt as to payment from Buyer, Seller may decline to make shipments or deliveries provided under the sales order confirmation, or under any contract of which the sales order confirmation is a part, or under any other contract between Buyer and Seller.
7. Buyer shall submit payment by check, ACH or wire with terms of Net 30 days and received within 45 days to Calhoun Steel Co., LLC in Valparaiso, IN or account will be placed on automatic credit hold. If Buyer shall fail to make any payment in accordance with the terms and provisions of the sales order confirmation, or of any contract of which the sales order confirmation is apart, Seller in addition to its other rights and remedies, but not in limitation thereof, may, at its option, cancel this Contract, or any contract of which the sales order confirmation is a part, or defer shipments of deliveries under this Contract, or under any contract of which the sales order confirmation is a part or under any contract between Buyer and Seller until such payment is made. Any returned checks will be charged a return check fee of no less than \$25.00 and no more than \$40.00. Buyer shall replace returned check with a certified cashiers check for the original amount and returned check fee.
8. There are no warranties or representations express or implied, of merchantability fitness or otherwise with respect to the subject goods by seller to buyer, which extend beyond the description of the good on the face of the sales order confirmation. Seller makes no representation and gives no warranty that the materials purchased by buyer will be suitable for buyer's intended use. Seller's liability under this contract or under any contract of which the sales order confirmation is a part shall, in no event exceed the purchase price of the subject goods, and in no event shall seller be liable for any other damages, incidental, consequential or otherwise arising out of the use of or inability to use the goods delivered to buyer. Buyer shall have no right for, and agrees not to make any claim for, consequential damages with respect to this contract and the subject goods. Seller shall not be responsible for any damages of any kind sustained by Buyer due to any reason which is beyond Seller's control, including but not limited to, any damages directly or indirectly caused defective material purchased by Seller from a third party, defective, unsatisfactory or improper coating, painting, embossing or any other change or modification or the subject goods done by a third party, delays by a third party in making such changes or modifications to the subject goods, labor disputes, delays in transportation, accidents, acts of God or any other force major event or contingency. No waiver, alteration, addition or modification of the warranty provided herein shall be valid unless made in writing and signed by an authorized representative of Seller and Buyer. Payment by Buyer for goods supplied hereunder shall constitute acceptance thereof.
9. All certification of material, heat report or chemistries supplied on Sellers letterhead is based on information provided to Seller by our supplier. Seller is not responsible for, damages, and or product failure or injuries that may incur from misrepresentation of facts listed on Sellers letterhead certificate, these letterhead certificates are provided as information only, not a statement of liability acceptance.

10. Waiver by Seller of any breach of this Contract, or of any contract of which the sales order confirmation is a part, shall not be construed as a waiver of any other such breach. No waiver shall be valid unless in writing, signed by Seller.
11. Any increases that may occur in the tariff freight rates of transportation charges used in determining delivered prices after date of quotation or sale and on or prior to dates of shipments will be paid by Buyer.
12. This Contract shall at all times be subject to all federal, state and local laws, rules and regulations. This Contract is also subject to any industry custom or practice, which is not contrary to the foregoing terms and conditions.
13. Interest at the rate of 18% per annum or 1.5% per month will be charged on all past due accounts. The Buyer agrees to pay fifteen percent (15%) of the amount of the sales order confirmation as attorney's fees or reasonable attorneys fees actually incurred by Seller in seeking to collect payment of past due amounts from Buyer, whichever is greater.
14. The sales order confirmation contains the entire agreement between the parties and all prior written and oral proposals, negotiations, understandings, agreements, and representations are merged herein.
15. This Agreement shall be binding upon the parties and their successors and assigns.
16. Buyer agrees to defend and hold Seller harmless against all loss, expense, and damages arising from bodily injury to any person, including death resulting there from, any damage to property to the extent caused by the negligence or willful acts of Buyer, its agents or employees engaged in any work related to good delivered pursuant to the sales order confirmation, or any damage or claims of third parties related in any manner to the specifications of the goods delivered pursuant to the sales order confirmation.

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