

KRUEGER STEEL & WIRE TERMS OF SALE

APPLICABILITY

These terms and conditions of sale (these "Terms") are the only Terms which govern the sale of goods ("Goods") by Krueger & Company, Inc. d/b/a Krueger Steel & Wire ("Seller") to Seller's customer ("Buyer"). Buyer's receipt of any portion of the Goods constitutes acceptance of these Terms. The Seller's order acknowledgment together with these Terms (collectively referred to as the "Agreement"), constitutes the sole and entire agreement of the parties with respect to the Goods, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the Goods. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Buyer's general terms and conditions of purchase or any other document issued by Buyer in connection with Buyer's order of the Goods, such Buyer terms being material, objected to, and rejected. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

QUOTATIONS AND PURCHASE ORDERS

All quotations by Seller, whether oral or written, shall be offers to sell by Seller at the quoted prices and on these Terms. All such quotations are subject to change without notice based on continued availability of the quoted material. No order placed with Seller shall be binding upon Seller until full specifications identifying the material being ordered have been provided to Seller in writing and the purchase order has been accepted by Seller. Seller may accept a purchase order by confirming or acknowledging the order or by delivering such goods, whichever occurs first. Clerical errors are subject to correction. In the event that an order is placed with Seller by telephone and the Buyer does not send Seller written confirmation of such order before Seller ships in response to the order, Seller's records as to the terms of the order shall be conclusive.

A Buyer may not, except with Seller's written consent, cancel any order for Goods which Seller has special ordered from the mill, which Seller has cut or otherwise processed in accordance with the Buyer's instructions, or which has been shipped by Seller.

Changes in specifications or designs relating to any products, changes in delivery schedules or reschedules are not permitted unless Seller has accepted same in writing, determined the additional charge to be made, if any, and the same has been paid by the Buyer.

Seller will, at Buyer's request, estimate the anticipated time of delivery of any order, but Seller will have no liability whatsoever for any non-timely delivery. Seller's performance is subject to strikes, or accidents, or restraints or delays affecting carriers or inability or delay in obtaining supplies or materials, or other causes of any kind beyond Seller's reasonable control.

Prices do not include any sales, use, excise, privilege, or other taxes or assessments now or hereafter imposed or levied by or under the authority of any federal, state, or local law, rule, or regulation concerning the Goods sold hereunder. If Seller pays any such taxes or assessments, Buyer shall immediately reimburse Seller for such amounts.

TERMS OF PAYMENT

All payments are due within 30 days from date of invoice. No discounts shall be taken unless specifically allowed in writing by Seller. All amounts due Seller from Buyer shall be paid without abatement, deduction, or setoff. The date of payment of an invoice shall be the date the payment is received by Seller at the location designated on the invoice. Invoices not paid when due are subject to a late payment service charge of the lesser of 1.5% per month or the highest rate permitted under the law. If Buyer fails to make any payment when due, Seller may terminate this Agreement and Buyer shall be liable for all costs and expenses, including attorneys' fees and costs, related to collection of past due amounts.

TITLE AND RISK OF LOSS

If Goods are shipped to a Buyer via a carrier designated by the Buyer, title and risk of loss to the Goods shall pass to the Buyer when the Goods are loaded at Seller's plant. If Goods are shipped to a Buyer via any other carrier, title and risk of loss to the Goods shall pass to the Buyer upon delivery at the Buyer's plant and buyer's release of the shipping documents. However, Buyer must note any shortage or damage on both the Buyer's copy and the carrier's copy of the carrier's receipt, freight bill or delivery memo, and cause both copies to be signed by the carrier's driver or representative. If Buyer does not do so, Seller will be responsible for any shortage or damage only if Seller is able to recover for the shortage or damage from such carrier.

TECHNICAL GUIDANCE

None of Seller's employees or representatives has authority to bind Seller to any representation or warranty other than those stated herein or on Seller's delivery receipt or invoice form. Any technical guidance or advice Seller furnishes with respect to the use of Goods is given without charge and is accepted at Buyer's sole risk. By placing an order with Seller, a Buyer affirms that the Buyer has not relied on the skill or judgment of Seller to select Goods for any particular purpose, and Seller shall have no obligation or liability for the advice given or the results obtained.

INSPECTION

Buyer shall inspect the Goods upon arrival, and Buyer shall immediately notify Seller in writing of any claims that the Goods do not conform to Seller's warranty for such Goods. Failure to give such written notice during such period will constitute satisfactory shipment by Seller and irrevocable acceptance by Buyer of all Goods.

LIMITED WARRANTY

Seller warrants that all Goods, at the time of shipment by Seller, shall conform to any specifications set forth on the face of Seller's delivery receipt or invoice and shall conform to the description contained in the Certificate of Tests or Certificate of Compliance if either has been furnished by Seller in connection with a sale. Seller does not warrant against any non-conformity to the extent that such non-conformity results from damage, misuse, abrasion, corrosion, negligence, accident, tampering, faulty installation, improper storage, inadequate maintenance, or any other cause affecting the Goods after shipment of the Goods. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER WARRANTY. SELLER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Except for the specifications and certificates (if any) specifically referred to above, any description of the Goods or service contained on Seller's sales forms or any other correspondence is for the sole purpose of identifying the Goods, is not part of the basis of the bargain, and does not constitute a warranty that the Goods or service shall conform to that description. The use of any sample in connection with a sale is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the Goods will conform to the sample. Any affirmation of fact or promise made by Seller is not part of the basis of the bargain and shall not constitute a warranty that the Goods will conform to the affirmation or promise.

EXCLUSIVE REMEDY

If Buyer notifies Seller in writing within 30 days after receipt of the Goods that the Goods are non-conforming or defective as of the time of shipment, and Seller determines the same, after appropriate tests and inspection, Seller will, at Seller's sole option and as Buyer's exclusive remedy, repair the Goods, replace with new Goods, or refund the purchase price. After such 30 day period, all Goods shall be deemed to have been irrevocably accepted. After such 30 day period, any claims are deemed waived by Buyer. If Seller elects to refund the purchase price, Buyer must return the Goods to Seller immediately at Buyer's cost. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to repair or replace defective or non-conforming Goods or refund the purchase price within the time specified. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR ANY OTHER LOSSES OR EXPENSES, INCLUDING WITHOUT LIMITATION, FOR INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFIT OR REVENUES OR USE, DIMINUTION IN VALUE, COST OF SUBSTITUTE PRODUCTS, LOSS OF USE, DOWNTIME COSTS, OR CLAIMS OF BUYER'S CUSTOMERS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Seller's liability exceed the purchase price of the Goods sold or services rendered by Seller. Buyer must immediately discontinue use of any item claimed to be defective. Seller's warranty does not attach to Goods which have not been paid for in full by Buyer. Seller's warranty does not attach to Goods or parts thereof not manufactured by Seller. Seller will pass onto Buyer whatever warranty, if any, Seller received from the manufacturer of such goods or parts, but only to the extent allowed by such manufacturer.

LIMITATION ON ACTIONS

No action against Seller for breach of any sales agreement may be brought more than one year after the delivery of Goods.

CONFIDENTIAL INFORMATION

All of Seller's non-public, confidential or proprietary information, regardless of how disclosed to Buyer, is confidential information and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return or destroy all confidential information.

GOVERNING LAW AND VENUE

Buyer agrees that all disputes relating to any Goods sold or services rendered by Seller to Buyer shall be governed by the laws of the State of Illinois. Buyer agrees that any legal action or proceeding shall be brought only in either the United States District Court for the Northern District of Illinois, Eastern Division or in the Circuit Court of Cook County, and Buyer consents to both venue and personal jurisdiction in those courts to the exclusion of all others.

MISCELLANEOUS

Any tools, jigs, dies, patterns, etc., which Seller owns, makes or acquires for the production of Goods for Buyer, notwithstanding the fact that such items may have been made for the benefit of the Buyer, shall be and remain Seller's property. The relationship between the parties is that of independent contractors. Nothing contained herein creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.