

## Terms

The terms set forth on this page supersede any contrary provision presented by Buyer in any written form or otherwise and may NOT be changed in any manner other than in writing signed by an authorized representative of J P Steel. LLC. (J P Steel). To the extent that any quotation, offer to sell, or sale constitutes an acceptance by J P Steel of an offer to Buyer, the acceptance is expressly conditioned on Buyer's assent to the terms and conditions herein which are additional or different to those presented by Buyer. To the extent that any portion of any quotation, offer to sell, or sale constitutes an offer, acceptance is expressly limited to the terms of the offer.

## Price, Terms and Payment:

Except as otherwise expressly provided, prices are subject to change at any time without notice and are payable in full within thirty (30) days after date of the applicable invoice. All prices and payment terms are subject to credit approval by J P Steel. J P Steel shall have no obligation to make any shipment if Buyer is overdue on any payments due from Buyer to J P Steel, whether under these Terms and Conditions or otherwise. Buyer agrees to pay any costs, or any expenses, including reasonable attorney's fees, incurred by JP Steel in the collection of sum payable by Buyer to J P Steel. Any overdue payments shall accrue interest at the lesser of 1.5% per month or the maximum interest rate permitted by applicable law.

## Delivery

J P Steel will use its best efforts to meet all delivery and shipping dates set forth, but all such dates constitute good faith estimates only. J P Steel will not be liable or responsible for failure to meet any specific delivery or shipping date, so long as it acts in good faith. Except as otherwise expressly provided, all shipping, delivery, and price terms are F.O.B. point of shipment.

## Contingencies

Contracts and shipments are subject to strikes, acts of God, accidents, machinery breakdown, delays of carriers and suppliers, governmental acts, or any other cause, similar or dissimilar, beyond JP Steel's reasonable control. Seller may, during periods of shortage however caused and without liability, prorate its goods , among its customers in such manner as JP Steel may deem fair and practicable.

## Warranty and Disclaimer:

### A:

J P Steel warrants to Buyer, that the goods covered by any quotation offer to sell, or sale will, at the time of delivery, be free from material defects, defects in workmanship and will conform, in all respects, to any specifications provided by J P Steel or provided by Buyer and approved in writing by J P Steel.

J P Steel's responsibility under the warranty shall be, at it's own option and expense, to repair, replace, or give full credit for any goods which do not conform to the warranty. J P Steel shall have no responsibility, and the warranty shall not apply, to any asserted defect, or breach of

warranty if the defect is caused by the negligence or intentional misconduct of Buyer or any Party acting for, or on behalf of Buyer if Buyer fails to give J P Steel written notice of the defect or breach within 30 days after receipt of the goods.

**B:**

EXCEPT AS EXPRESSLY PROVIDED IN SUBPARAGRAPH A, J P STEEL MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE GOODS COVERED BY ANY QUOTATION, OFFER TO SELL, OR SALE. ALL EXPRESSED OR IMPLIED WARRANTIES NOT EXPRESSLY STATED IN SUBPARAGRAPH A, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HERBY DISCLAIMED.

**Limitation of Remedy:**

Buyer's sole and exclusive remedy, (excluding the repair, replacement or full credit remedy for breach of warranty under Paragraph 4), for any matter, or claim arising, under or relating to any quotation, offer to sell, or sale of goods covered hereby, and any transaction, involving or relating to such goods, whether in contract, or tort (including negligence) or otherwise, shall be general money damages not in excess of the lesser of the actual direct damage to Buyer, or the purchase price of the goods to which the claim relates. IN NO EVENT WILL J P STEEL BE LIABLE FOR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF J P STEEL WAS ADVISED OR AWARE OF THE POSSIBILITIES OF SUCH DAMAGES.

**Force Majeure:**

J P Steel shall not be liable or responsible, in any manner for delays in performance for causes beyond J P Steel's reasonable control. In the event of a delay for such a cause, all delivery and other deadlines shall be deemed extended for the period of the delay; except that, if the delay extends for more than three (3) months, either party may terminate the applicable transaction by written notice to the other.

**Returned Goods & Cancellation of Orders:**

**Quantity Variation:**

Standard quantity variations of plus or minus 10% on the total footage ordered for mill random length orders shall apply.

Some Goods are non-cancelable. Cancelable Goods cannot be returned for credit without authorization. Returned Goods may be subject to restocking fees, transportation costs and other costs. Any Goods authorized for return must be in the same condition as they were immediately prior to shipment.