

ISW TERMS AND CONDITIONS OF SALE

1. Complete Agreement: Sales by Industrial Steel & Wire ("ISW") are made only upon these "Terms and Conditions of Sale" ("Terms and Conditions"). All orders placed with ISW by (phone, fax, mail, internet/web & e-mail) constitute the acknowledgment of these Terms and Conditions. Further, failure by you (as a "customer") to object to these terms within two (2) days of ordering, and/or accepting delivery of product sold by ISW, shall constitute your irrevocable acceptance of these Terms and Conditions. Unless otherwise expressly agreed to by ISW, in writing, any terms and conditions in any of customer's documents, or documents prepared and delivered by customer (including customer's form of purchase order), shall be deemed objected to and rejected, shall be without force and effect and shall not be binding upon ISW in any manner. No salesperson, agent or representative of ISW, except the President, has the authority to change or modify "Terms and Conditions."
2. Credit Department Approval: All shipments are subject to approval by ISW's Credit Department
3. Payment: The following are our standard terms unless otherwise listed on our invoice:
 - a) Terms are ½ % discount in ten (10) days or net thirty (30) days.
 - b) All bills are payable in US Dollars (or such other currency as specifically identified in the respective invoice) to Industrial Steel & Wire at the address listed on our invoice.
 - c) In addition to any product/service price specified by ISW, customer shall pay, and at all times be responsible (and indemnify ISW on demand for) the payment of all: (i) material surcharges; (ii) packing, freight, transportation and insurance charges and taxes; and (iii) present or future customs duties, import/export licenses, excise fees or tariffs, sales, use, excise or any similar taxes and/or other governmental charges; applicable to customer's order and to the sale and/or furnishing of the materials and/or services rendered by customer's order.
 - d) All payments for the materials furnished hereunder shall be made upon the basis of materials delivered, as shown by ISW delivery documents and records, whether signed by customer or not.
 - e) If a customer fails to make payment when due, or if ISW at any time has any doubt as to a customer's ability or intention to pay, we may decline to make any further shipments to the customer. The rights and remedies of ISW set forth herein shall not be exclusive, and ISW shall have all other rights and remedies at law or equity.
 - f) In the event of a default by a customer in making any payment due to ISW, then, until the customer cures such default, ISW may, at its election, apply any payments from the customer in such proportion to the customer's various accounts with ISW as it deems proper.
4. Product and Order Terms. Each customer understands and acknowledges that upon acceptance of an order by ISW, a valid and binding contract exists between the parties and that the customer is obligated to perform in accordance with, and subject to, these Terms and Conditions, including the following:
 - a) NONCONFORMING PRODUCT: Product shipped to a customer that does not meet certified specifications (passed through from the mill) or does not meet the customer's written purchase-

order specifications, may be returned to ISW as long as ISW is notified within fifteen (15 days) of product delivery and the nonconformity can be verified to ISW's satisfaction. This may include, at ISW's sole discretion, testing of the product by an independent laboratory. Upon receipt of the nonconforming product, ISW will credit the customer for the dollar amount of the returned product and normal freight charges incurred by the customer for the original product shipment and the product return.

- b) FREIGHT MISHANDLING: On rare occasions, freight companies may lose or damage product while the product is in transit to an ISW customer. It is the customer's responsibility to inspect all product prior to unloading the shipment of product from the freight carrier. It is the customer's responsibility to note any piece-count discrepancy or product damage, including product received wet or damp, on the bill of lading and report the incident to the freight carrier with copy to ISW upon receipt. The freight carriers are responsible for all damage to any product that occurs during transit and all such claims should be made by the customer to the carrier.
- c) RUST OR METAL OXIDE: Rust or metal oxide forms when metals are subjected to moisture or oxidizing chemicals over a sufficient period of time. Rust will appear white, red/black or green on zinc-coated (galvanized) steel product, other steel products or copper-based product, respectively. We take every precaution to keep the product dry and safe from oxidation during storage and inspect all products for signs of rust before shipping. Product received by the customer that show signs of rust or metal oxide will be addressed by ISW on a case-by-case basis. ISW will only accept return of product with signs of rust or metal oxide if the rust or metal oxide was caused by ISW's handling of the product.
- e) CANCELLATIONS AND RETURNS; CUSTOMER ACCOMMODATION: Except for a "Nonconforming Product" as described in Section 4.a, or in connection with "Freight Mishandling" as described in Section 4.b, no customer may unilaterally cancel or return any order (or part of an order). Any cancellation or modification of an accepted order desired by a customer will only be made ISW's sole option and after such customer agrees, in writing, to reimburse ISW for all reasonable losses and expenses incurred by ISW in connection with such canceled/modified order (including, but not limited to, lost profit, labor, material costs, processing expenses and reasonable overhead expenses). Similarly, if a customer desires to return one or more delivered products ISW will (in its discretion) work with the customer to accommodate their request provided that: (i) returned products will be eligible for exchange or credit ONLY (ISW does not offer refunds); (ii) the customer will be required to pay all freight charges related to the original shipment, and to the return shipment, of the subject product(s); (iii) the product(s) being returned must not be special/custom items or part of a bulk order; (iv) each product being returned must not have been modified or damaged and must still be in its original packaging; and (v) each product being returned must be shipped back to, and received by, ISW within ninety (90) days of the customer's receipt of such product. Any missed or refused shipment sent back to ISW will not constitute the right to a refund or credit.
- f) BULK AND SPECIAL-ORDER ITEMS: Notwithstanding Section 4.e above, orders for special/custom items, and bulk item orders which exceed our normal stock, may not be canceled, returned or exchanged; NO EXCEPTIONS. In addition to the foregoing, ISW (in its discretion) reserves the right to require prepayment (in whole or in part) or a nonrefundable deposit in connection with

any special/custom and bulk orders and, to the extent so required, such funds must clear before ISW will ship the respective merchandise. If the customer attempts to cancel any special/custom

or bulk order for any reason, the customer understands that all deposits or prepayments related to such order will be immediately forfeited to, and retained as damages by, ISW. All special/custom and bulk orders must be taken by the ordering customer within the time period indicated in the order acknowledgement.

- d) DELIVERY; ACCEPTANCE OF PRODUCT: Once scheduled for delivery, it will be the customer's responsibility to make sure someone will be available to receive and accept the shipment. The customer will be solely responsible for making arrangements with ISW for the redelivery of any missed or refused shipment. Further, the customer will be solely responsible for payment of all freight charges associated with any missed, refused or rescheduled delivery and ISW may, in its discretion, charge a restocking fee (of 25% or more) on any missed, refused or rescheduled shipment. Upon delivery customer must provide ISW with written notice of any defect or nonconformity of the product within fifteen (15) days of product delivery. Any failure to notify ISW shall constitute an irrevocable acceptance of the products and admission that customer has inspected the materials and that the products and workmanship fully comply with all terms and specifications.

5. Limitation of Product Warranty:

- a) MATERIAL CERTIFICATION: ISW provides warehousing, distribution and processing services to the manufacturing industries. We do not manufacture the products, but instead purchase them from industrial mills that have met our stringent quality standards. We do not certify products, we simply pass-through the industrial mill's certification and information contained on the producing mill's certification documents. We do not guarantee or provide any representation or warranty with respect to the mill certification. We do not routinely perform testing in-house to prove the accuracy of the mill certifications.
- b) CUSTOMER APPLICATION: ISW orders products from industrial mills to meet the needs of most general applications. ISW cannot, under any circumstances, guarantee that the product will successfully produce a customer's part to a customer's expectations. As a result, we will not accept any set-up fees, administrative fees, downtime costs, sorting charges or any other charge-back for product that did not successfully produce a customer's part to that customer's satisfaction.
- c) NO GUARANTEE THAT PRODUCTS ARE DEFECT FREE: ISW makes no representations or warranties with respect to the product and does not guarantee that the product is defect free. ISW shall not be responsible for damage or loss caused by a product defect. In rare instances, substantial defects can be present in all or a portion of the shipped product. It is the customer's responsibility to perform sufficient testing of its finished parts throughout a production run to reduce the possibility of passing defective parts to its customer.
- d) CRITICAL APPLICATIONS: A critical application is any end-product in which the failure of the customer's part would have serious consequences (e.g., a part in which failure could start an

expensive recall). For any critical application, it is imperative that the customer purchase product that is not only designed to make the part but also designed to reduce failure rates. Though we cannot help customers with their design, we can, as a courtesy, put a customer in contact with metallurgists at an appropriate mill who can help such customer specify the product customer needs to design their critical application. ISW makes no representation or warranty with respect to such metallurgist or other party that assists a customer. ISW cannot be held responsible for damages caused by a customer purchasing the wrong product for a critical application and will not be responsible for consequential or other damages or costs caused the failure of such a part.

e) EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITY:

- i) ISW MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. NO PERSON HAS ANY AUTHORITY TO EXTEND ANY WARRANTY ON BEHALF OF ISW.
- ii) CUSTOMER'S ONLY REMEDY FROM ISW IS FOR PRODUCT REPAIR, PRODUCT REPLACEMENT OR CREDIT AS SET FORTH ABOVE, WHICH SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY; provided, however, that ISW's liability for such remedies is limited to and shall not exceed the contract price of any rejected product and normal freight charges as described above.
- iii) In no event ISW shall be liable for consequential, incidental, indirect, special, liquidated, exemplary, punitive or enhanced damages or other damages, including, but without limitation, loss of profits, sales or revenues or diminution in value, personal injuries, loss or damage to property, etc. (collectively, "Damages") arising out of or relating to this Agreement. Delivery dates are approximate. In no event shall ISW be liable for any claims for labor or for any Damages including, but not limited to, demurrage charges, cost of shipment, downtime, or any other damages resulting from delay in delivery. Acceptance of products by customer shall constitute a waiver by customer of any claim for damages on account of delivery delay.

6. Unforeseen circumstances: ISW shall not be liable or responsible to the customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the control of ISW, including, without limitation, the following: (a) acts of God; (b) flood, fire, unusually severe weather conditions, earthquake, epidemics, pandemics, public health emergency, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, mill conditions, temporary or permanent mill closures, or other industrial disturbances; (h) equipment failure, repairs to equipment, inability to obtain fuel, material, or parts, shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of ISW.

7. Miscellaneous:

- a) Any and all representations, warranties, promises or statement by any person, including, but not limited to, ISW salespersons or agents which differ in any way from the terms of these Terms and Conditions shall be given no force or effect.
- b) Any claim relating to ISW's web site, any of the products sold by ISW and/or any order or other relationship between ISW and any customer, shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions.
- c) The parties irrevocably submit to the exclusive jurisdiction of any court of the State of Illinois or federal court of the United States of America, sitting in Cook County Illinois, in any action arising out of or relating to the customer's purchaser order, ISW products or these Terms and Conditions and each hereby waives (to the fullest extent permitted by law) its right to a jury trial for any claims that may arise in connection with any of the foregoing.
- d) EACH CUSTOMER ACKNOWLEDGES AND AGREES THAT UPON THE OCCURRENCE OF ANY BREACH OF THE THESE TERMS AND CONDITIONS BY SAID CUSTOMER, OR IF AN INVOICE SENT TO SAID CUSTOMER IS NOT PAID WHEN DUE, OR IT OTHERWISE BECOMES NECESSARY FOR ISW TO ENFORCE OR DEFEND ITS AGREEMENT WITH SAID CUSTOMER (INCLUDING WITHOUT LIMITATION, THESE TERMS AND CONDITIONS), SAID CUSTOMER WILL BE SOLELY LIABLE FOR, AND WILL PROMPTLY PAY TO ISW ON DEMAND, ALL COSTS OF COLLECTION, ENFORCEMENT, AND DEFENSE (INCLUDING WITHOUT LIMITATION ALL COLLECTION AGENT COSTS, COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES) INCURRED BY OR ON BEHALF OF ISW, OR ANY OF ITS AGENTS OR EMPLOYEES, IN CONNECTION WITH THE SAME.

