

Niagara LaSalle Corporation

Terms and Conditions of Sale

Base Prices

Seller's base prices, together with related extras, are subject to change without notice. Each shipment against this contract will be priced separately, both as regards to base price and extras, in accordance with seller's published prices in effect at the time of the respective shipments. Prices, quotations, shipments, and delivery are F.O.B. our works. Delivered prices are computed by adding to our F.O.B. mill price, actual transportation costs, including transportation taxes, from our mill to destination.

Fees

Any change in transportation charges and taxes thereon which become effective prior to shipment to buyer shall be for the account of the buyer. In addition to the stated prices, the buyer shall reimburse the seller for any sales, purchase, use, consumption and excise taxes, retailers' occupation taxes, taxes measured by sales and similar taxes which the seller at any time either pays or must collect.

Terms Of Payment

Terms of payment are 30 days net, less a discount of 1/2 of 1% of the mill price of the material only, for payment within 10 days of invoice date.

Not Subject To Cancellation

This order has been entered and is not subject to cancellation unless and then only to the extent that the seller is able to effect cancellation of the undelivered portion of the raw material necessary for the filling of this order.

Fulfill The Terms Of Payment

If the buyer fails to fulfill the terms of payment of any order between the buyer and seller, the seller may defer further manufacture or shipment and/or at its option to cancel this order. The seller reserves the right even after partial shipment to require from the buyer satisfactory security for the performance of the buyer's obligations. Failure or refusal to furnish such security entitles the seller to suspend manufacture or shipment until such security is furnished and/or at its option to cancel this order. The provision of this paragraph are not limitation of any other rights or remedies of the seller.

Warranty

The only warranty that is given by the seller is to replace such steel as proves defective in the hands of the original buyer, or at seller's option allow credit for such steel at its net invoice price. The liability of the seller under this warranty, or for any loss or damage to the equipment, whether the claim is based on contract or tort (including but not limited to strict liability and/or negligence) shall not in any case exceed the cost of replacement of such steel as herein provided and upon the expiration of the warranty period all such liability shall terminate. The foregoing shall constitute the exclusive remedy of the buyer and the exclusive liability of the seller. The foregoing warranty is exclusive and in lieu of all other warranties expressed or implied, including any implied warranty of merchantability or of fitness for a particular purpose.

Limitations Of Liability

The seller's liability on any claim of any kind whatsoever, or any loss or damage arising out of connected with or resulting from this contract, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, technical direction in selection, inspection, repair, operation or use of any steel covered by or furnished under this contract shall in no case exceed the replacement value of such steel which gave rise to the

claim. In no event whether as a result of breach of contract, breach of warranty, or tort (including but not limited to strict liability and/or negligence) shall the seller be liable for special or consequential damages, including but not limited to economic loss, loss of profits or revenue, property loss or damage, personal injury, cost of capital, cost of substitute materials, facilities or services, down time costs, or claims of customers of the buyer for such damages. The foregoing limitations of liability of the seller shall apply notwithstanding any breach on the part of the seller of its obligations to replace or allow credit for any such steel that does not conform to the foregoing warranties stated herein or to a breach by the seller of any other provisions of this agreement.

Claims

Claims for errors, deficiencies or imperfections shall not be considered unless made within sixty days after receipt of steel against which claim is made, and before the steel has left the hands of the original buyer. Any material claimed to be defective shall be held subject to inspection by the seller. No material will be taken back and credited or replaced except by permission of the seller. The sole purpose of the stipulated exclusive remedy shall be to provide the buyer with replacement of defective steel or allow credit for such steel in the manner provided herein. This exclusive remedy shall not be determined to have failed of this essential purpose so long as the seller is willing and able to replace or allow credit for defective steel in the prescribed manner. Material furnished shall not be subject to any tests or inspection except those normally applicable to the type and grade of material which were specified. Machinability is not guaranteed and will not be recognized as a cause for rejection or adjustment.

Disclaimer

It is expressly understood that any technical advice furnished by seller with respect to the use of its goods or services is given without charge, and seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at buyer's responsibility.

Delays

Seller shall not be liable for delays or defaults occasioned by strikes or similar labor disturbances, fires, accidents, delays or defaults occasioned by the exercise of governmental authority, shortages of, or inability for any reason to obtain materials, fuel, labor, or transportation, and all other causes unavoidable or beyond seller's control.

Published Prices

The permissible deviation in weight of shipment from ordered quantity is as stated seller's published prices in effect at time of shipment. Variation in check weighing by the buyer up to 1% is a permissible variation from invoiced weights to account for differences in kind, type location and accuracy of scales, and possible errors of the weighers.

Damages

Seller shall indemnify the buyer for all direct and actual damages recovered from the buyer in any suit for infringement of United States letters patent by reason of the material furnished hereunder, provided that the buyer promptly notifies the seller of the claimed infringement, permits the seller to assume the defense thereof and cooperates fully with the seller with respect to such defense. If the seller elects not to assume the defense of such infringement suit, the seller shall also indemnify the buyer for the expense incurred by the buyer in the defense of the suit. However, if the material furnished hereunder is produced under instructions designs or specification of the buyer not customarily followed by the seller, seller shall have no liability under this paragraph or otherwise; and in such case the buyer agrees to defend, protect and save harmless the seller against all damages, claims, and demands, for actual or alleged infringement of any patent by reason of the seller's compliance with such instructions, design or specification of the buyer.

Modifications

There are not understandings or agreements relative to this contract that are not fully expressed herein, and no

change shall be made in this contract unless reduced to writing and signed by both parties. No statement, recommendation or assistance made or offered by the seller or its representative to the buyer or its representative in connection with the use of any products sold by the seller, shall be or constitute a waiver by the seller of any of the provisions hereof, or change the seller's liability as herein defined. All previous communications, whether oral or written, relating to this order are superseded by this contract, provided that written modifications and exceptions made by seller to buyer's specifications are a part of this contract. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's issuance of its purchase order, its receipt of seller's acknowledgement without prompt written objection thereof, or acceptance by Buyer of all or any part of the goods ordered.