

AGREEMENT: This Purchase Order becomes a binding contract, subject to the terms and conditions hereof, when accepted by acknowledgement and/or commencement of performance thereon. The terms and conditions stated in Seller's quotation, proposal or otherwise, are hereby rejected and shall not be binding upon the Purchaser. No terms or conditions, other than those stated herein and no agreements or understandings, oral or written, in any way purporting to modify or add to these terms and conditions, whether contained in Seller's proposal, acknowledgement, sales order, shipping forms, or elsewhere, shall be binding on Purchaser unless made in writing and signed by an executive officer of Purchaser.

This Purchase Order, and the information transmitted herewith, are not public, but belong to LaSalle Steel Company which has provided it solely for an expressly restricted private use. All persons, firms or corporations who receive such information shall be deemed by their act of receiving and/or using same to have agreed to make no duplication or other disclosure or use whatsoever of any or all such information except such restricted use as is expressly authorized in writing by LaSalle Steel Company.

This Purchase Order is issued in reliance upon Seller's personal performance of the duties imposed, and Seller agrees not to assign this order or delegate its performance without the written consent of Purchaser.

DELIVERIES: Seller grants to Purchaser the right at any time to specify the carrier and method of transportation to be used in deliveries to Purchaser upon proper adjustment to cover any difference in transportation cost from the transportation stated herein. Promptness of delivery of articles is the essence of this order. The delivery schedule given herein is made of the essence. Seller shall not be liable for damages for delay in delivery due to causes beyond its control and without its fault or negligence, provided Seller, when having knowledge when such delay may occur, immediately notifies Purchaser in writing. If Seller cannot comply with Purchaser's delivery schedule, Purchaser shall have the option to approve a revised delivery schedule, or cancel the order upon reasonable notice, without liability to Seller.

PACKING, ECT.: Unless specifically provided for herein, no charge shall be made for preparation for shipment or for costs of shipment. All articles covered by this Purchase Order shall be packed in accordance with good commercial practice to ensure against damage from weather, storage, handling and/or transportation.

INSPECTION: Buyer reserves the right to inspect all raw material, materials in process of manufacture and completed articles at Seller's plant. Final inspection and acceptance or rejection of articles shall be at the place of destination, unless otherwise specified, within a reasonable time after delivery. Such inspection and approval, if any, shall not be conclusive as regards latent defects, fraud, or gross mistakes, nor shall it be conclusive as regards to defects which are not apparent upon reasonable inspection. Defective articles or articles not in accordance with Purchaser's specifications will be held for Seller's instruction, at Seller's risk. No article returned as defective shall be replaced without a further order from Purchaser.

WARRANTY: Seller expressly warrants that all articles, materials and work covered by this order shall conform thereto and to the drawings, samples, or other description furnished by Purchaser; or, if not ordered to specifications, that all articles will be merchantable and fit and sufficient for the purpose intended. Seller also warrants that all goods delivered under this order will: (a) will be free from defects and material and workmanship; and, (b) be free from effects in design if of Seller's design. These warranties and all other warranties imposed by law shall run to the Purchaser, its customers and users of Purchaser's products.

PATENT INDEMNITY: Seller warrants that the articles, goods and equipment delivered under this order, and the sale or use of them, will not infringe any Unites States or foreign paten. Seller agrees to defend, protect and save harmless the Purchaser, its successors, assigns, customers, and users of Seller's products against all suits and from all liability, damages, claims and demands, for actual or alleged infringement of any patent by reason of the use or sale of said articles, goods or equipment. Seller agrees to pay and discharge any and all judgments, decrees or orders which may be rendered in any such suit, action or proceedings. In the event Purchaser is unable to use any articles, goods or equipment delivered under this order, because of any cease and desist or other order rendered in any such action. Seller agrees to either secure for Purchaser a license to continue using such article; or, to replace such article with a noninfringing article, of like quality, at Seller's expense.

REJECTED GOODS AND DEFECTIVE MATERIAL: All items found to be nonconforming or defective as to design, material, workmanship or manufacture, shall be repaired or replaced by Seller without expense to Purchaser; or, at the option of Purchaser, Seller will refund the price on all such nonconforming or defective articles. The Purchaser may, but only with Seller's prior approval repair defective items and charge the cost thereof to the

Seller. Purchaser will not be required to port of Purchaser with respect to such defective articles, but Seller, within seven (7) days of such report, may inspect any nonconforming or defective article to verify any defect. If rejected articles are returned to Seller, Seller shall pay transportation charges both ways. If Seller fails to promptly replace or repair nonconforming or rejected articles, Purchaser may purchase or otherwise replace or correct such articles and Seller shall be liable to Purchaser for any excess costs incurred thereby.

COMPLIANCE WITH LAWS: In fulfilling this Purchase Order, Seller shall comply with all applicable federal, state and local laws and governmental orders and regulation, including executive orders, and all provisions and requirements of the Occupational Safety and Health Act of 1970 and all regulations issued pursuant thereto as of the date of delivery. All articles shipped against this Purchase Order shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Sections 12(a) and 15(a) thereof, and the regulations and orders issued under Section 14 thereof. All invoices must carry the following certificate in order to be passed for payment:

Seller represents that in the production of articles and/or the performance of services covered by this Purchase Order, Seller has fully complied with the provisions of the Fair Labor Standard Act of 1938, as amended, including Sections 12(a) and 15(a) thereof.

TAXES: Unless otherwise provided, all federal state and local sales, use, excise or similar taxes shall be for Seller's account. Purchaser, upon Seller's request, shall furnish any exemption certificate available to Purchaser. Any taxes agreed to be for Purchaser's account shall be invoiced as a separate item.

FORCE MAJEURE: Seller shall not be responsible for delays and defaults in deliveries, nor the Purchaser for failure to receive. If occasioned by unforeseeable causes beyond the control and without the fault or negligence of the Seller or Purchaser, as the case may be, including but not restricted to; Acts of God, acts of the Government or of a Government authority, fires, floods, and strikes.

PRICES/DISCOUNTS: The dates of payment and discounts shall be based on the date of receipt by Purchaser. Earlier shipment or invoice shall not obligate or require Purchaser to make payment before the time would have been due if the good had been shipped and received in accordance with instructions.

Purchaser assumes no obligation for the materials shipped in excess of this order, except that on an order for hot rolled bar steel shipment of 10 percent over or under will be accepted.

CANCELLATION: Time is of the essence of this order. Purchaser may cancel this order or any part thereof under any of the following circumstances: (a) Seller's failure to deliver goods or perform services in accordance with the delivery scheduled specified herein, or any extension thereof; (b) Seller's failure to make progress as to endanger performance of this order; (c) Seller's failure to comply with any of the other provisions of this order, and Seller does not rectify failure within a period of ten (10) days (or such longer period as Purchaser may authorize in writing) after receipt of notice from Purchaser specifying such failure; (d) institution of any insolvency or bankruptcy proceeding by or against the Seller. In the event of cancellation pursuant to this clause, Purchaser may procure similar items or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to purchaser for any excess cost.

WORK ON PURCHASER'S PREMISES: Work on Purchaser's property is to be governed by "LaSalle Steel Company General Conditions" in addition to those stated in this Purchase Order. When in conflict, the terms and conditions of "LaSalle Steel Company General Conditions" will control.

REMEDIES: The right and remedies of Purchaser hereunder shall not be exclusive, but shall be cumulative and additional to any other rights and remedies provided by and all other clauses and paragraphs of this Purchase Order and to all other rights and remedies in law or equity including but not limited to, the right of Purchaser to set off amounts payable to Seller hereunder against any amount (s) otherwise owed by Purchaser to Seller. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breech or a waiver of such provision.

GOVERNING LAW: The rights of the parties hereto and the construction and effect of this order shall be subject to and determined in accordance with the laws of the States of Indiana.