

## TERMS AND CONDITIONS OF SALE

CCC Steel, Inc (“Seller”) and the party purchasing goods and/or materials (“Customer”) hereby agree to the following Terms and Conditions of Sale (“Terms and Conditions”):

1. Customer’s Acceptance of Terms. These Terms and Conditions of Sale constitute the final and entire understanding and agreement between Seller and Customer relating to the goods and/or materials (“Products”) sold by Seller to Customer. Customer’s acceptance of the Products is expressly conditioned on Customer’s acceptance of these Terms and Conditions. Customer’s acceptance is limited to these Terms and Conditions, and no different, inconsistent and/or additional terms and conditions submitted by Customer in acknowledging or accepting these Terms and Conditions or in issuing any purchase orders, releases, shipping instructions or other documents in connection with the Products, whether prior or subsequent, shall modify or amend these Terms and Conditions or be valid or binding against Seller, unless specifically accepted by Seller in writing. In the event of any conflict, discrepancy or inconsistency between these Terms and Conditions and the terms and conditions contained in any document submitted by Customer, these Terms and Conditions shall govern even if Customer’s document expressly limits acceptance to Customer’s terms and condcosts, (b) second to the amounts, if any, due to Seller in the event of Customer’s default amount, if any, of interest due to Seller as a result of Customer’s late payment and (d) first of the purchase price due to Seller for the Products.

4. Customer’s Representations and Warranties. Upon Seller’s request

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Customer will provide Seller with current financial information. Customer represents and warrants that any financial information provided to Seller will be true and correct in all material respects and shall fairly and accurately present the financial condition of Customer as of the date of such financial statements. Customer hereby authorizes Seller to review and evaluate Customer’s credit background from time to time.

5. Security Interest. To secure Customer’s full and prompt payment of the purchase price for the Products, Customer hereby grants to Seller a first priority, purchase money security interest in and to the Products and all products and proceeds therefrom. Customer authorizes Seller to file a UCC financing statement to perfect this security interest at any time.

6. Cancellation and Returns. Customer may not cancel any order of Products for Customer’s convenience without Seller’s prior written consent. Seller may, in its sole opinion, authorize Customer in writing to cancel Products normally carried in Seller’s inventory. Any cancellation so authorized shall be subject to a cancellation charge of 15% of the purchase price. Customer may not cancel

any processed Products, specially manufactured Products, or Products not normally carried in Seller's inventory.

7. Approval of Sale; Prior Sale. No sale shall be final until approved by the corporate office of Seller. All quotations for Products normally carried in Seller's inventory are subject to prior sale, unless otherwise specified in writing by Seller. All quotations for specially manufactured Products and Products not normally carried in Seller's inventory are subject to mill availability.

8. Price; Basis of Invoices. Seller's price is subject to and contingent upon Customer purchasing the entire quantity of Products identified in Seller's quotation. If Customer purchases less than the entire quantity of Products identified therein, prices may vary. Seller shall invoice all Products in accordance with Seller's published schedule of weights, areas, sizes and lengths. All weights shall be theoretical and shall be determined in accordance with ASTM standards.

9. Force Majeure. Neither Customer nor Seller shall be liable for any delay, breach or non-performance of these Terms and Conditions (other than the payment of money) wholly or partly due to any cause beyond such party's control ("Force Majeure") including, without limitation, acts of God; war; civil disturbances; acts of any foreign, federal, state, local or other governmental authority; non-availability, delay or diversion of shipping or other transport; lock outs, strikes or trade disputes; break down or interruption of any plant, machinery, equipment or utilities; shortage, non-availability or allocation of raw materials or commodities; any combination of the foregoing, or any other cause outside of such party's control whether similar to or different from those stated herein. On the happening of Force Majeure, the affected party shall advise the other party in writing with reasonable promptness and the affected party may suspend its performance during such Force Majeure without liability to the other party.

10. Title; Risk of Loss. All prices quoted by Seller are Ex Works Seller's loading dock. Risk of loss shall pass to Customer at the time of delivery. Title shall pass to Customer upon loading on the transportation facility (i.e. truck or railcar), irrespective of any freight allowance, prepayment of freight or delivery terms.

11. Inspection; Claims. Customer shall carefully inspect all Products and shipping documents promptly upon delivery. No claim for shortages or Products damaged during delivery will be valid or enforceable against Seller unless (a) Customer notifies Seller in writing specifying in detail the shortage or damage within five (5) days from the date of delivery; (b) Customer returns the damaged Products to Seller within ten (10) days following delivery; (c) upon return, Seller confirms such damage; and (d) Customer has fulfilled all of the payment terms. Customer's notice must be accompanied by the original freight bill, with notation on the face thereof by an authorized agent for the carrier as to the Products claimed to be short or damaged during transit. Customer shall be deemed to have waived any claim for shortages or Products damaged in transit if Customer fails to so notify Seller within five (5) days following delivery. Any processing or use of the Products by Customer, other than return to Seller, shall be conclusive as to Customer's acceptance of the Products as being satisfactory and in accordance with these Terms and Conditions.

12. Limited Warranty. Seller warrants to Customer for a period of twelve (12) months following delivery only that (a) the Products shall conform to the description and specifications, subject to industry standard tolerances and variations; and (b) Seller has good title to the Products free and clear of liens, security interests or encumbrances by any party claiming by, through or under Seller. **SELLER HEREBY DISCLAIMS AND CUSTOMER HEREBY WAIVES ANY AND ALL OTHER ORAL OR WRITTEN WARRANTIES IN RESPECT OF THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES UNLESS EXPRESSLY MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER.**

Seller's liability shall be limited, at Seller's option, to repair or replacement of non-conforming Products or refund of the purchase price. The foregoing sets forth Seller's entire obligation and liability to

Customer in respect of the Products, and Customer accepts the same as its entire right and sole remedy in relation to any breach by Seller of these Terms and Conditions. **IN NO EVENT OR CIRCUMSTANCE WHATSOEVER SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL,**

in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power, or privilege.

18. Governing Law and Venue. THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH SELLER IS LOCATED WITHOUT REGARD TO ITS CHOICE OF LAW OR CONFLICTS OF LAWS PROVISIONS. ANY CLAIM, DISPUTE OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE PRODUCTS SHALL BE RESOLVED BY LITIGATION BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS HAVING JURISDICTION OVER SELLER'S LOCATION AND SELLER AND CUSTOMER IRREVOCABLY CONSENT TO THE JURISDICTION OF SAID COURTS.

19. Prevailing Party. In the event of any claim, dispute or controversy arising out of or relating to these Terms and Conditions, the prevailing party shall be entitled to recover its attorneys' fees and court costs from the non-prevailing party.

20. Assignment and Third Party Rights. Neither party may delegate or assign its rights or obligations without the other party's prior written consent, except that Seller may assign its rights and obligations to an affiliate upon prior written notice to Customer. Any delegation or assignment without such written consent shall be null and void, and without any legal force or effect. Notwithstanding Seller's consent to any assignment or delegation by Customer, these Terms and Conditions shall be fully binding on Customer, its successors and permitted assigns. These Terms and Conditions shall not be deemed or construed as granting or conferring any rights in or providing any basis for claims by third parties.

21. Severability. If any provision contained in these Terms and Conditions or the application thereof to the parties shall be finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be deemed severed and deleted from these Terms and Conditions and replaced with