

**TERMS AND CONDITIONS**  
**Crossroads Steel Supply, LLC**

**1. General**

a) This sale Crossroads Steel Supply, LLC (the "Vendor") is made, and expressly conditioned on Purchaser's assent to the terms and conditions contained herein. Notice of objection is hereby given to any different or additional terms and conditions whether major or minor in character, unless such are agreed to in writing executed by a duly authorized representative of the Vendor. Purchaser's acceptance of the product shall be conclusive evidence of Purchaser's assent to the terms and conditions contained herein.

b) The Purchaser shall ensure that as a result of, or in connection with this contract, no goods, services or technology will be provided (in whatever form, by way of sale, lease, processing or otherwise) in breach of any laws or government regulations; no persons or entities that would have been listed on official sanctions lists under applicable trade sanctions laws are involved or could benefit from this contract. The Purchaser further represents and warrants that they will not divert the cargo to destinations other than the destination indicated in this contract. Any diversion for another destination is subject to the Vendor's prior consent in writing. If the Purchaser becomes aware of any possible diversion, they will immediately notify the Vendor thereof.

c) This writing is intended as the final, complete and exclusive statement of the terms and conditions on which this sale is made. This writing supersedes all prior written agreements or representations made contemporaneously herewith.

d) Quotations, proposals and other related documents, are not binding upon the Vendor unless so specifically stated in writing. No alteration or modification of any of the provisions hereof shall be binding on the Vendor unless made in writing in a document executed by a duly authorized representative of the Vendor, nor shall any of the terms and provisions of the Purchaser's order which are not consistent with any of the terms and conditions hereof be binding on the Vendor. Orders received from the Purchaser shall become effective only if and when approved and agreed to in writing by the Vendor.

**2. Price Policy**

The Vendor may change all prices without notice and all orders shall be accepted subject to the express condition that the prices and the transportation costs charged to the Purchaser shall be those appearing on the Vendor's price lists in effect at the time of shipment.

**3. Taxes**

The price does not include any federal, state or local property, license, privilege sales, use, excise, gross receipts, valued added or other like taxes which may now or hereafter be applicable to, measured by, or imposed upon, or with respect to the transaction, the product, its sale, its value, or its use, or any services performed in connection therewith. Such taxes are for the account of Purchaser, and Purchaser agrees to pay or reimburse any such taxes which the Vendor or its contractors or suppliers are required to pay.

**4. Terms of Payment**

a) An invoice will be issued when each order is shipped, and terms of payment are net within thirty (30) days from date of invoice unless different terms were stated by the Vendor in the quotation.

b) If, in the judgment of the Vendor the financial condition of the Purchaser, at any time during the period of the contract, does not justify the terms of payment specified, the Vendor may require full or partial payment in advance.

c) In the event the Purchaser becomes insolvent or insolvency or bankruptcy proceedings are instituted by or against the Purchaser under state and/or federal law, the Vendor may refuse to deliver the products except for cash, including payment for all products previously delivered, may stop delivery of any products in transit, and may, if permitted by applicable state and/or federal law, cancel this order and recover its proper cancellation charges from the Purchaser or the Purchaser's estate.

d) Purchaser shall be in default hereunder by the mere lapse of time for performing its obligations, which default shall result in the automatic cancellation hereof without any legal proceedings being required. Vendor shall be entitled to claim the return of the sold product or, alternatively, to claim the payment of the agreed purchase price, plus the

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additional interest in the amount of two percent (2%), or the maximum amount allowed by law if such is less than 2%, calculated from the date hereof.

**5. Risk of Loss**

Regardless of the manner of shipment, title to the goods and the risk of loss or damage thereto shall pass to Purchaser upon delivery to the Purchaser by the Vendor of a valid Bill of Lading.

**6. Limited Warranty**

a) Except as otherwise agreed to in writing by the Vendor, the Vendor warrants that the products manufactured by it shall be delivered in accordance with their manufacturer's standard practice and shall be subject to normal tolerances, variations and limitations in the industry in respect of size, weight, straightness, service conditions, composition, mechanical properties, internal soundness, and to deviations from such tolerances, variations and limitations consistent with known testing and inspecting methods, and to the Industry's normal practices with respect to over and under shipment.

b) The warranties, obligations, representations and liabilities of the Vendor and the rights and remedies of the Purchaser set forth herein are exclusive and in lieu of, and the Purchaser hereby waives, all other warranties, obligations, representations and liabilities, express or implied, arising by law, by contract, by reason of a delict or otherwise, including but not limited to any implied warranty of merchantability or fitness, any implied condition, and any other obligation or liability of any nature whatsoever on the part of vendor to anyone by reason of the design, manufacture, sale or use of the product delivered hereunder.

c) Should the Vendor determine that a product is defective or is not in conformity with the terms of the order as accepted by the Vendor shall, at its option, replace such product or grant the Purchaser a credit, for the price invoiced by the Vendor for said product, provided the Purchaser promptly notifies the Vendor of its claim in that respect and keeps the product for inspection by the Vendor. In no circumstances shall the Vendor's liability exceed the price invoiced by the Vendor for the product not in conformity.

**7. Exclusive Remedy: No Consequential Damages**

a) The Vendor shall in no event be liable to the Purchaser for indirect, special, incidental, punitive, consequential, economic or commercial loss or damage of any kind whatsoever, whether foreseeable or not (including, without limitation, loss of profits or revenue, loss of data, failure to realize expected savings or other economic losses and costs resulting from loss of use or lack of availability of any item), howsoever arising, including, without limitation, loss or damage arising out of claims for breach of any representation, warranty or condition, misrepresentation (whether negligent or otherwise), breach of contract, delay, late delivery, negligence, strict or civil liability of otherwise. Should the Vendor be found liable for any claim for loss or damage, its liability shall in no event exceed the purchase price of the product involved.

b) The total cumulative liability of the Vendor with respect to this contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of any product covered by or furnished under this contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the product or part on which such liability is based.

**8. Cancellation by the Vendor**

The Vendor shall have the right to cancel the contract at any time by written notice for any breach of the contract by the Purchaser.

**9. Governing Law**

The terms and conditions of this contract shall be governed by and construed and enforced in accordance with the laws of the State of Indiana and any applicable United States Federal laws without giving effect to the principles of conflicts of law.

**10. Assignment**

The rights and obligations under this contract shall not be assigned or delegated by the Purchaser without prior written consent of the Vendor. Any attempted assignment or delegation in contravention of this Section shall be void.

**11. Remedies**

The warranties and remedies available to the Vendor under the terms of this contract shall be cumulative

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in addition to those implied or available at law. No waiver of any breach of this contract shall be construed to constitute a waiver of any other breach or of any provisions hereof.

**12. Consent to Jurisdiction**

The Purchaser hereby irrevocably submits to the jurisdiction of any Indiana court sitting in Porter County over any action or proceeding arising out of or relating to this contract or the products and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Purchaser further agrees that venue for any such action shall lie exclusively with courts sitting in Indiana, unless, the Vendor agrees to the contrary in writing. Purchaser irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The Purchaser agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**13. Expenses and Attorney's Fees**

The Purchaser agrees to pay any and all costs and expenses (including without limitation, reasonable attorney's fees and litigation expenses) incurred by the Vendor and arising out of or relating to the Purchaser's breach of any covenant or agreement or the incorrectness or inaccuracy of any representation and warranty made by the Purchaser.

**14. Amendment and Waiver**

This contract cannot be amended, changed or modified, except by a writing signed by both parties. No acceptance of less than full, conforming performance by either party shall be deemed a waiver of that party's right to full, conforming performance at a subsequent time. Parole or extrinsic evidence and evidence of course of dealing, usage of trade or course of performance shall be inadmissible to contradict the express terms of this contract or to supply any additional terms.

**15. Severability**

In the event that any one or more terms or provisions hereof shall be held void or unenforceable by any court, all remaining terms and

provisions hereof shall remain in full force and effect.

**16. Force majeure**

The Vendor shall not be in default hereunder if its failure to perform its obligations hereunder is attributable to fire, strike, labor dispute, war, civil unrest, epidemic, embargo, flood, delay in transportation, shortage of means of transportation, fuel or other materials, default or failure of carries or contractors, shortage of labor, act of God, act, demand, requirement or request of any governmental body, or to any other cause beyond the Vendor's control, if the Vendor's performance of its obligations hereunder is delayed, interfered with or prevented by any such cause, the Vendor shall be relieved from further liability, whether or not such cause was operative at the time this sale was entered into. If the Vendor elects to complete performance of its obligations hereunder, the time for performance by the Vendor shall be extended for such period as may be necessary to enable the Vendor to make delivery after such cause has been removed.