

Wieland

Wieland Metals, Inc.

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STANDARD TERMS AND CONDITIONS OF SALE

The following terms and conditions govern WIELAND METALS, INC.'S ("Seller") sale of products ("Products") to any customer ("Buyer"). Buyer's decision to place an order shall constitute acceptance of the following terms and conditions by Buyer.

1. Warranty: Seller warrants that: (a) the Products conform to Seller's published specifications, if any, or as may be otherwise expressly stated in Seller's quotation, proposal or offer; and (b) it owns the Products free and clear of security interests, liens and encumbrances. The above warranty in paragraph (a) is subject to commercial tolerances. Except for the above express warranties, seller makes no warranty, guarantee or representation, expressed or implied, regarding the products sold to Buyer. All warranties, including but not limited to, merchantability and fitness for a particular purpose, whether express, implied or arising by operation of law, trade usage or course of dealing are hereby disclaimed. Seller's liability arising from or in any way connected with the products sold or refund of the purchase price paid by Buyer, at Seller's sole option. In no event shall Seller be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with this agreement or products sold hereunder, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability.

2. Shipment: All shipments are F.O.B. shipping point, unless otherwise specified at time of order. Risk of loss of all Products sold hereunder shall pass to Buyer upon Seller's delivery to carrier at the shipping point. Except for shipments that are FOB shipping point, Seller reserves the right to control the method and routing of shipment. Special handling charges shall be paid by the Buyer. For copper and copper alloy strip Products only, freight will be allowed on base quantity Product shipped at one time to one destination in the United States, except Alaska and Hawaii. Weights and tares fixed by Seller's invoice shall govern. Shipment of quantities 15% more or less than quantity ordered shall be acceptable. If shipment exceeds 15% deviation, then Buyer agrees to notify Seller upon Buyer's receipt of shipment. If Seller believes that delivery of Products will be delayed beyond agreed delivery date, Seller shall use its best efforts to notify Buyer of delay, and shall have a reasonable opportunity to remedy such delay.

3. Payment: Payment is due Seller no later than thirty (30) days after the invoice date, unless otherwise specified at time of order. Title to the Products shall be retained by Seller until Buyer has paid in full all invoices. All invoices not paid when due shall be subject, at Seller's option, to a service charge of 1½% per month on all outstanding amounts. If Buyer fails to pay any invoice in accordance with the terms of this agreement, Seller may, at its option, recall Products in transit, repossess Products delivered to Buyer, defer further shipments until payment has been made and cancel further performance of this agreement. If at any time in the reasonable judgment of Seller, the financial responsibility of Buyer is impaired, Seller may change the terms of payment and/or require payment as a condition of shipment.

4. Prices and Taxes: Unless otherwise specified herein, prices are for shipment at one time to one destination and are subject to revision in accordance with metal value and fabrication pricing in effect at time of shipment. All prices are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the Products. If any such taxes must be paid by Seller or if Seller is liable for the collection of such taxes, the amount thereof shall be in addition to the prices for the Products sold. Buyer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall save Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the items are held to be taxable.

5. Claims, Returns and Cancellations: Any claims, including claims for defective materials, shortages or omissions in shipments, shall be made within thirty (30) days after shipment. Products may only be returned with the written consent of the Seller. Orders entered upon Seller's books cannot be canceled or changed except with the written consent of Seller and upon terms that will indemnify Seller against all losses arising from such cancellation or change.

6. Force Majeure: Seller shall not be liable for its failure to perform hereunder if due to any occurrence beyond its reasonable control, including but not limited to acts of God, war, fire, inclement weather, flood, accident, labor trouble or shortage, civil disturbance, plant shutdown, equipment failure, voluntary or involuntary compliance with any applicable governmental regulation or order, or shortage or inability to obtain (on terms deemed practicable by Seller) any raw material including energy, equipment or transportation. Any quantities not delivered or accepted because of any such occurrence shall be eliminated from this agreement. Seller shall not be obliged to deliver the Product from other than the production or shipping points designated and there shall be no obligation to rebuild or repair any damage or destruction to such production or shipping points in order to fulfill this agreement. During any period when Seller is unable to supply the quantity of the Product, whether caused by the circumstances above or otherwise, Seller may allocate any available product among its customers, including its own affiliates, divisions and departments, on such basis as Seller deems fair and reasonable.

7. Inconsistent Terms: All descriptions, quotations, proposals, offers and sales of Seller's Products are subject to and shall be governed exclusively by these terms and conditions. Any terms and conditions in addition to, or inconsistent with those stated herein, proposed by Buyer are hereby objected to. No such addition, difference or inconsistent terms and conditions shall become part of this agreement between Buyer and Seller unless expressly accepted in writing by Seller. Seller's acceptance of any offer to purchase by Buyer is expressly conditioned upon Buyer's assent to all of the terms and conditions stated herein, including any terms in addition to, or inconsistent with those contained in Buyer's offer. Acceptance of Seller's Products shall in all events constitute such assent.

8. Applicable Law: This agreement shall be governed in all respects by the laws of the State of Illinois. No actions arising out of Products or this agreement may be brought by either party more than one (1) year after the cause of action accrues. In the event of litigation as a result of the sale of Products, Seller shall be entitled to recover its reasonable attorneys fees and court costs from Buyer if Seller is the prevailing party.