

## TERMS AND CONDITIONS OF CONTRACT FOR SALE

These Terms and Conditions (these “Terms”) apply to all sales by Alton Steel, Inc. (“ASI”) to the undersigned customer (“Customer”). ASI’s acceptance of any purchase order or sale of any products to Customer is expressly conditioned on Customer’s agreement with these Terms.

**1. Prices; Taxes.** Unless pricing is otherwise governed by an annual pricing contract between ASI and Customer (an “Annual Contract”) or except as otherwise set forth in Section 5 of these Terms, all Customer orders are based on prices in effect at the time of shipment. ASI reserves the right to change prices without notice. All taxes of any kind levied by any federal, state, municipal or other governmental authority that ASI is required to collect or pay with respect to the production, sale, or shipment of products sold to Customer is the responsibility of Customer (other than taxes based on ASI’s pre-tax income). Customer agrees to pay all taxes and agrees to reimburse ASI for any tax payments made by ASI.

**2. Payment Terms.** Payment terms are net 30 days from the date of invoice; provided, however, that if Customer pays ASI in full net 10 days from the date of invoice Customer will receive a 1.00% discount. Any unpaid balance after 30 days may, at the election of ASI in its sole discretion, bear interest at the rate of 1.5% per month, or the maximum amount allowed by law if lower. Should Customer fail to pay any amounts that are owed to ASI under these Terms, Customer may, at the election of ASI in its sole discretion, be liable for ASI’s collection costs, including attorneys’ fees and court costs.

**3. Orders.** Customer cannot modify, cancel or otherwise alter purchase orders without ASI’s prior written consent. If any proceeding is brought by or against Customer under any bankruptcy, credit, insolvency or similar laws, ASI will be entitled to cancel any order by Customer then outstanding.

**4. Deliveries; Risk of Loss.** Unless otherwise agreed to in writing, all deliveries of products are FOB loaded at ASI’s shipping facility. Risk of loss or damage in transit is borne by Customer and claims will be made directly by Customer to the carrier. Customer will indemnify and hold harmless ASI and its parents, subsidiaries and affiliates, and its and their shareholders, directors, officers, employees and agents from and against any claims, damages or liabilities suffered by the ASI indemnified party or parties resulting from any acts or omissions of the carrier.

**5. Credit Hold; Finished Inventory.** ASI may put a hold on Customer’s credit and refuse to ship additional products on a credit basis if any credit balance is outstanding for more than 60 days. The amount of credit extended by ASI, if any, may be changed or withdrawn completely by ASI at any time, and ASI may demand immediate payment in full of Customer’s account balance that is older than 30 days at any time. Customer agrees to accept its finished inventory shipments within 30 days after it is produced but in no event later than 90 days. The Company reserves the right to ship Customer’s finished inventory over 90 days old and invoice Customer accordingly based upon pricing in effect at the time of shipment or at the time Customer’s order was ready for shipment, in ASI’s sole discretion.

**6. Disclaimer.** Subject to standard manufacturing variations, ASI warrants that the products furnished to Customer will meet applicable specifications. ASI MAKES NO OTHER REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ASI’S PRODUCTS, AND ASI EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

**7. Limitation of Liability.** No claim for damages for products that do not conform to specifications will be allowed unless ASI is given immediate written notice after delivery to the first destination to which products are shipped, and ASI is subsequently allowed to inspect the products. Products for which non-conformance is claimed will not be returned, repaired or discarded without ASI’s written consent. ASI will notify Customer whether a claim is approved or not. If a claim is approved, Customer is expected to take a deduction, within 30 days after Customer is notified of the approval, against the ASI accounts receivable for the approved claim. A claim deduction will expire 60 days following Customer’s complaint report date. Except for the deduction for an approved claim as set forth in this Section, CUSTOMER’S EXCLUSIVE REMEDY AGAINST ASI, AND ASI’S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO ASI REPLACING THE PRODUCTS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT ASI’S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT WILL ASI BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, ANY LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ASI HAS BEEN ADVISED OF THE POSSIBILITY. ASI’S TOTAL LIABILITY FOR DAMAGES WITH RESPECT TO ANY PRODUCT WILL IN NO EVENT EXCEED THE PRICE PAID BY CUSTOMER FOR THE PRODUCT.

**8. Delivery Dates; Force Majeure.** Delivery dates are approximate. ASI will not be responsible for non-shipment of products or delays in delivery or performance due to causes beyond ASI's control, including but not limited to, acts of God; acts of Customer; strikes or other labor disturbances; ASI's inability to obtain, or material increases in, the costs of fuel, raw materials or parts; delays in transportation; repairs to equipment; fires; outbreaks, epidemics or pandemics; acts or omissions of carriers; government orders or imposed shutdowns; or, accidents.

**9. Modification of Terms; Enforcement.** These Terms may not be modified, amended, changed, waived, or rescinded unless in a writing signed by ASI and Customer. The failure by ASI to enforce at any time any of the provisions in these Terms will in no way be construed as a waiver. All rights and remedies available to ASI in these Terms are in addition to all other rights and remedies available to ASI at law or in equity.

**10. Governing Law; Venue.** These Terms are governed by and will be construed in accordance with the internal laws of the State of Illinois, without regard to choice or conflicts of laws rules. The parties irrevocably consent to jurisdiction and venue in the Circuit Court of Madison County, Illinois in connection with any dispute arising out of or relating to these Terms and that Court shall be the exclusive jurisdiction for litigation of any dispute.

**11. Entire Agreement.** These Terms constitute the entire agreement between ASI and Customer and supersede all previous purchase orders, communications, representations and agreements, whether oral or written, between Customer and ASI with respect to the sale of products, except for any Annual Contract between ASI and Customer, which these Terms supplement. Acceptance of Customer's purchaser order, or sale of products to Customer, by ASI will be made only on the express understanding and condition that these Terms shall govern, notwithstanding Customer's delivery of any terms and conditions in Customer's purchase order or other documents. ASI expressly rejects any terms or conditions contained in any purchase order or other documents submitted by Customer.