

SIVYER STEEL CORPORATION
TERMS AND CONDITIONS OF SALE

1. This sale is subject to the following terms and conditions which may not be varied or added to except by a writing signed by Seller's duly authorized representative. Any inconsistent terms in Buyer's order or confirmation will not be binding on Seller.
2. Except as otherwise provided herein, Seller shall not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. If such charges are by the terms of sale included in the price, any increase in rates becoming effective after the date hereof shall be for the account of the Buyer.
3. All sales, excise and similar taxes which the Seller may be required to pay or collect with respect to the goods covered by this order shall be for the account of the Buyer, except as otherwise provided by law. Whenever a sale may be exempt from the sales or use tax, Buyer shall furnish an appropriate exemption certificate to Seller.
4. Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond Seller's control including but not limited to acts of God, war, mobilization, civil commotion, riots, embargoes, domestic or foreign government regulations or orders, fires, unavailability of raw materials. If shortage should occur in Seller's supply of specific items, Seller may prorate its deliveries, and portions of orders undelivered at any month's end due to this cause may be cancelled by Seller.
5. Seller's insurance does not cover Buyer's patterns. Seller is not responsible for ordinary wear or damage to patterns beyond its control. Patterns, core boxes and loose pieces thereof shall be properly marked for identification. All packing, crating and transportation of patterns to and from the Seller shall be paid by the Buyer. Subject to Buyer's approval, pattern changes or repairs which become necessary on account of ordinary wear shall be made at the Buyer's expense. When the Buyer furnishes skeleton patterns, core boxes, sweeps or conjunction patterns which increase the cost of production of castings, an extra charge will be made.
6. Buyer may not cancel its order, because of delays in delivery, without giving at least 30 days prior written notice of intention to do so, and then only in the event a satisfactory recovery schedule cannot be negotiated. In no event may the Buyer cancel after goods have left point of shipment.
7. Seller shall not be liable for normal variation in tolerance, dimensions, weights and quality. Weights, sizes and quantities are determined at Seller's plant or other source of supply shall be conclusive.
8. In all cases Buyer is required to give written notice to Seller of any patent defect or of any other claim ascertainable upon reasonable inspection of the goods promptly upon receipt of the goods and in any event within fifteen days thereafter, and Seller shall be thereupon be afforded a reasonable opportunity to inspect the goods. Failure to so inform Seller shall be conclusive that Seller has satisfactorily performed.
9. Unless otherwise expressly stated, Seller shall have the right to make delivery in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due shall excuse Seller from making future deliveries.
10. If by the terms of sale credit is extended to Buyer, Seller reserves the right to revoke such credit if Buyer failed to pay for any goods when due and thereupon Seller shall have the right to demand payment before its further shipment of any goods.
11. If Buyer shall make an assignment or trust for the benefit of creditors, become insolvent or unable to pay Buyer's debts as they mature, or if proceedings shall be commenced by or against Buyer by reason of alleged bankruptcy, insolvency or any other financial embarrassment or involving the appointment of a Receiver, (1) Buyer shall not accept delivery of any material, (2) title to the material shall remain in Seller or Seller may rescind transfer of any title which has passed to Buyer, (3) Buyer shall at Seller's request, return all or any part of the material to Seller freight prepaid, and (4) Seller may wholly or partly terminate this agreement by mailing notice to Buyer. All rights and remedies of Seller under this agreement are in addition to Seller's other rights and remedies and are cumulative, not alternative.
12. All items manufactured and sold by Seller are warranted to be free from manufacturing defects, and if defective will be repaired or replaced without charge or the purchase price will be refunded, at the option of the Seller, if such defective items are returned to Seller or notice is given to Seller of such defects, in each case within 90 days after shipment. This paragraph shall constitute Buyer's exclusive remedy.
13. This agreement may not be modified or terminated orally. No claimed modification, termination or waiver of any of its provisions shall be valid unless in writing signed by Seller's duly authorized representative.
14. After delivery to common or private carrier at shipping point, Buyer assumes all risk and liability and Seller shall not be liable to Buyer for any loss or damage to persons or property.
15. SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, (OF MERCHANTABILITY, FITNESS, OR OTHERWISE) WITH RESPECT TO ANY ITEMS OTHER THAN IN PARAGRAPH 12. IN NO EVENT SHALL THE LIABILITY OF SELLER BE GREATER THAN THE SALE PRICE OF THE PARTICULAR ITEM; IN NO EVENT SHALL SELLER BE LIABLE FOR ANY PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR ANY EXPENSE OCCASIONED BY THE USE OF DEFECTIVE ITEMS. SELLER'S LIABILITIES AS ABOVE SET FORTH SHALL NOT BE EXTENDED BECAUSE OF ANY ADVICE GIVEN BY IT IN CONNECTION WITH THE DESIGN, INSTALLATION, OR USE OF ANY ITEM.
16. Patterns returned to customer will be sent freight collect. A charge for handling of \$250.00 each for Herman patterns, \$350.00 for Loop patterns, and \$500.00 for Floor patterns will be charged.
17. This agreement shall be governed by and construed according to the laws of the State of Iowa.