

Industrial Metals

Payments

All Invoices must be paid net in United States currency.

Note: We take exception to the general conditions, forms of agreement, performance and payment bonds, and retainers, or an other term or condition in the specification which is contrary to our terms and conditions.

Taxes or other charges imposed by Federal, State, or local authority shall be paid by purchaser.

Unless otherwise expressly provided, all payments are Net 30 days after date of invoice. Interest charges will be assessed on all past due balances monthly at prevailing rates.

Seller may at any time require payments in advance or satisfactory security that invoices will be paid when due, if in seller's judgement the same becomes necessary. All orders are subject to credit approval and to acceptance by seller.

Time and terms of payment are essential hereto and if any default therein be made by buyer, or if the financial responsibility of the buyer shall at any time become impaired or unsatisfactory to seller, seller shall have the right to terminate this contract without notice, or to defer or to discontinue further shipments hereunder until past due payments are made or satisfactory assurance of buyer's financial responsibility are received by seller (without prejudice, however, to any rights or claims which seller may have in law and/or in equity hereunder) and such right shall continue irrespective of any prior failure on the part of the seller to exercise such right. Each shipment is to be considered a separate sale.

Claims

The buyer's exclusive and sole remedy on account or in respect to the furnish of material does not conform to this contract, or to any express or implied warranty, shall be to secure replacement thereof as aforesaid. The seller shall not in any event be liable for the cost of any labor expended on any such material or for any special, direct, indirect incidental or consequential damages to anyone by reason of the fact that such material does not conform to this contract or to any express or implied warranty.

"Exclusions of Warranties" - The implied warranties of merchantability and fitness for purpose are excluded from this contract.

Purchaser shall, upon receipt of materials, immediately check for shortages, damages or improper material and report to T&C Metals within seven (7) days. Failure to notify shall relieve T&C Metals of any claim for such conditions.

Material may not be returned without our authorization and written consent. Our sole liability is limited to replacement of defective material.

Returned material shall be subject to company inspection. Credit for saleable materials shall be allowed at the invoiced prices, less 15% minimum handling charge.