

Action Stainless & Alloys, Inc.

Terms and Conditions of Sale

Acceptance of this order is expressly conditioned on the terms and conditions contained in this Confirmation of Sale. Unless specified objections thereto are received and agreed upon by Seller, the terms hereof shall constitute the contract and shall supersede all representations, agreements, understandings, order forms and confirmation of buyer. No modification of this contract shall be binding unless in writing and signed by a duly authorized officer or agent of Seller, and no waiver by either party of any default shall be deemed a waiver of any subsequent default.

In addition to my other rights of an aggrieved seller granted by applicable law or herein, Seller reserves the right to sell goods ordered at public or private sale of anytime after default or rejection by Buyer even though the goods may contain Buyer's copyrighted or trademarked label. If this order covers imported goods, it is based on present known duties, taxes and other charges. Any increases in import taxes, customs duties, ocean or inland freight charges, marine or war insurance premiums or governmental taxes of any kind, including newly imposed, shall be charged to Buyer. Terms of payment shall be set forth on the face hereof. Remittance shall be as directed by Seller. Buyer agrees that the payment to the bank or depository designated by Seller shall not constitute payment in full or a final settlement of Buyer's account until accepted as such by seller notwithstanding any language to the contrary on Buyer's check draft or other order. Buyer agrees to pay Seller's cost of collection, if any, on overdue invoices, including any reasonable attorney's fee. If the financial responsibility of Buyer is unsatisfactory to Seller's Credit Department, becomes impaired or if Buyer fails to make any payment in accordance with the terms contract, Seller may at its sole option defer to decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payment in advance of delivery or Seller may terminate this contract in which event all remaining unpaid amounts arising from this, as well as any other contract (s) will in addition to any other remedies provided to it by laws immediately become due and payable. Buyer shall pay interest on overdue payments at eighteen (18) percent per annum or the highest prevailing legal rate.

Seller warrants that all products sold hereunder shall be free from defects in material and workmanship and shall conform to the description and specifications on the face hereof. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING THAT OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT FOR APPLICABLE PRODUCT WARRANTIES PUBLISHED AND SO DESIGNATED BY SELLER. Buyer shall inspect products upon receipt and notify Seller immediately of any defective product or products not meeting specifications. Seller will be given a reasonable opportunity to inspect the goods prior to return. No goods may be returned by Buyer until after receipt by Buyer of written shipping instructions. Buyer's remedy and Seller's liability shall be limited solely to repair or replacement at original point of delivery or refund of the purchase price of any defective product or products not meeting specifications. Seller shall not be liable for any incidental or consequential damages, losses or expenses, including but not limited to loss of profit and goodwill, for breach of warranty, breach of contract, or for negligence, any course of dealing between the parties to the contrary notwithstanding. Any claim for breach of warranty, negligence or breach of contract, including but not limited to failure or delay in delivery shall be deemed waived by Buyer unless presented in writing to Seller within sixty (60) days from date of delivery.

A variation of not more than 10% either way from the total quantities specified herein shall nevertheless be deemed compliance by Seller with this contract. Delivery dates are based on normal expectancy and are approximate. Partial shipments by the Seller are permitted.

Title to goods produced and shipped hereunder and risk of loss shall remain in seller until delivery is made in accordance with the terms stated on the face of this confirmation. If goods are held or stored by Seller at the request of Buyer, title shall transfer to Buyer upon Seller's receipt of payment invoice. If Buyer's credit at any time becomes unsatisfactory to Seller and Seller declines to make shipments except upon receipt of satisfactory security or cash payments in advance, title of goods shall not transfer to Buyer until such security or cash payments are received by Seller. The fulfillment of this order is contingent upon the procurement of the necessary material, supplies and labor required in the manufacture of the goods covered hereby. Seller shall be excused from liability for unusual delays or failure to deliver or fill any order where acts of God, fires, floods, strikes, work stoppages, accidents, allocations or other controls, or regulations including export or import regulations of any foreign or US. federal, state, or local government, shortage of cars or any other means of transportation, fuels, materials or labor, or any other cause beyond the Seller's control, whether or not similar in kind or class to those mentioned. This contract shall be governed by and interpreted in accordance with the laws of the State of Texas. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in Dallas, Texas by three arbitrators appointed in accordance with the Rules of The American Arbitration Association, and judgment upon the award rendered by the Arbitrators may be entered in any Court having jurisdiction thereof.

No right, duty or claim of buyer arising under this contract shall be assignable, delegable, or transferred in whole or in part without the expressed written consent of the Seller.

Any reference on the face of the contract to an attachment (s) makes such attachment (s) a part of this sales contract and subject to the terms and conditions herein.