

These Terms and Conditions are an integral part of Maruichi Leavitt Pipe & Tube's Sales Order Acknowledgment and are set forth herein for the information of Purchaser.

1. QUOTATIONS AND ORDERS

Quotations submitted by Maruichi Leavitt Pipe & Tube, LLC ("Seller") in response to Purchaser inquiries are not binding upon Seller when accepted by a Purchaser and any quotations are subject to change without notice at any time until an order is accepted by Seller; provided that notwithstanding any acceptance of an order by Seller, and notwithstanding any price specified in Purchaser's purchase order or Seller's quotation, unless otherwise expressly agreed by Seller in writing to the contrary, all quotations are made and orders accepted on the basis of prices in effect at the time of shipment. All quotations are for the exact quantity and description specified in the inquiry. If an order is placed for a different quantity or description, the Purchaser should anticipate a possible change in the price and date of delivery. Seller reserves the right to correct the price, quantity or any other term set forth in any quotation, or in any order resulting from a quotation, in case of any said terms were incorrectly stated. A purchase order submitted by a Purchaser to Seller shall not be accepted by Seller until after approval by Seller's Credit Department. A purchase order shall be considered accepted only when acknowledged in writing by Seller's home office on Seller's Acknowledgment Form. Once accepted by Seller, no purchase order may be cancelled or altered by Purchaser without Seller's prior written consent.

2. QUANTITIES

Unless specifically stated in Seller's Acknowledgment Form, Seller may deliver, and Purchaser shall accept and pay for, any quantity of goods within a 10% variation of the quantity set forth on the reverse side of this form. Each shipment pursuant to Seller's Acknowledgment Form shall be considered as an individual transaction.

3. DELIVERED PRICES

All prices which include or allow freight charges are based upon prevailing freight rates. Any increase in freight charges at time of shipment shall be added to the price set forth on the reverse side of this form, any increase in costs resulting in legislative acts, taxes or from a general increase in labor rates or material prices may, at Seller's sole option, be added to the price of goods shipped pursuant to Seller's Acknowledgment Form. The price set forth on the first page of this form includes no sales, use, occupation or other similar tax. If, in connection with the sale of goods pursuant to Seller's Acknowledgment Form, Seller becomes liable for the payment or collection of any sales, use, occupation or other similar tax which may be imposed by federal, state, local or other governmental authorities, Purchaser shall reimburse Seller in full for the amount of any such tax immediately upon demand.

4. SHIPMENTS

Unless otherwise specified in Seller's Acknowledgment Form, all shipments are made by common or private carrier, F.O.B. Seller's Mill. Accordingly, upon delivery of goods by Seller to said common or private carrier, all risk of loss passes to Purchaser. In case of loss or damage on route, Purchaser is required to notify and file a claim with the carrier. Unless otherwise specified, the shipping date set forth on Seller's Acknowledgment Form is Seller's best estimate of the date Seller will ship the goods pursuant to Seller's Acknowledgment Form. Seller reserves the right to ship earlier or later than the stated shipping date, and Seller (i) shall not be liable for non-shipment, non-delivery or delays caused in whole or in part by fires, floods, accidents or other casualties; actions of suppliers or others; breakdowns in equipment or machinery; strikes or other differences with employees; war, riot; embargo; epidemic; mill conditions; shortages of fuel, labor, materials or transportation; acts of God; governmental priorities, restrictions, allocations, orders or regulations, whether voluntary or involuntary imposed or complied with; or any reasons beyond the reasonable control of the Seller, and (ii) reserves the right to cancel an order for any such cause described in clause (i). Where pick-up by Purchaser is specified in Seller's Acknowledgment Form, if Purchaser does not pick-up the goods within 30 days after the date so specified, Seller reserves the right to ship the goods to Purchaser at Purchaser's expense. Additionally, after said 30-day period, Seller shall invoice Purchaser for the goods, whether or not Seller elects to ship the goods pursuant to the paragraph.

5. LIMITED WARRANTY - LIMITATION OF LIABILITY

Unless otherwise specified in Seller's Acknowledgment Form and agreed to in writing by Seller, Seller warrants for a period of four (4) months from the date of delivery of the goods to Purchaser that the goods shall conform to applicable A.S.T.M., or S.A.E. industry standards. Where Purchaser provides specifications to Seller and Seller agrees in writing to produce goods to said specifications, or where Seller provides Seller's specifications, Seller warrants only the goods that will be manufactured to said specifications, and Seller makes no warranty or representation with respect to any intended use of any of the goods by Purchaser. This limited warranty shall be in lieu of all other warranties, express or implied. At Seller's option, Seller may replace or repair goods which are found not to meet applicable A.S.T.M. or S.A.E. industry standards or other agreed to specifications, or Seller may allow Purchaser a credit for such goods. This limited express warranty is contingent upon proper use in the application for which the goods are intended and does not cover the goods when they have been modified without Seller's approval or when they have been subjected to causes (including, without limitation, accident, neglect, misuse, or unusual physical, electrical or hydrostatic stress or pressures) other than ordinary uses.

EXCEPT FOR THIS LIMITED EXPRESS WARRANTY, SELLER HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE GOODS SUPPLIED PURSUANT TO SELLER'S ACKNOWLEDGMENT FORM WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

Moreover, Seller shall under no circumstances be liable for more than the actual invoice price of the goods claimed defective which were supplied pursuant to this Acknowledgment. Unless Seller otherwise agrees in writing, these terms and conditions shall be applicable to all quotations, agreements, purchase orders and sales of all Seller's products and services to Purchaser. Any terms and/or conditions different than, or in addition to, the terms and conditions contained herein which may appear on any purchase order or other document furnished to Seller by Purchaser are expressly rejected by Seller, the intent being that Purchaser's agreement to purchase products and/or services from Seller shall be exclusively subject to these terms and conditions.

6. CLAIMS

Any claim under the above warranty must be made to Seller in writing within the warranty period set forth herein; otherwise, any such claim shall be void. Any claim relating to quantity, description or general condition of the goods must be presented in writing to Seller within seven (7) days after the date of delivery of the goods to Purchaser. Purchaser shall maintain any goods that are the subject of any claim in the same condition as delivered to Purchaser. Upon receipt of any claim, Seller may investigate the claim and Purchaser shall afford Seller or the carrier a reasonable opportunity to inspect the goods. Seller may, under appropriate circumstances, authorize Purchaser to ship the goods back to Seller.

7. PAYMENT TERMS

Unless otherwise agreed in writing by Seller and Purchaser, the entire purchase price for the goods shall be due in full within thirty (30) days after the date of invoice. In the event of the Purchaser's failure to pay for the goods in full when due, the past due portion of the purchase price shall bear interest from the date due until paid in full at the lesser of: the rate of one and one-half percent (1½%) per month, or the highest rate of interest permissible by law. In addition, Purchaser shall be liable for Seller's costs of collection of all amounts due, including reasonable attorney's fees and expenses.

8. MISCELLANEOUS

- a. The entire agreement between Purchaser and Seller regarding the transaction described on the reverse side hereof is contained in this Acknowledgment, and no warranties, representations or covenants made by any person which are not contained herein shall be binding upon or enforceable against Seller unless accepted in writing by Seller's duly authorized representative.
- b. THE AGREEMENT BETWEEN SELLER AND PURCHASER REGARDING THE TRANSACTION DESCRIBED ON THE REVERSE SIDE HEREOF, AND THE PERFORMANCE THEREOF, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH AND IMPLEMENTED UNDER, AND THE VALIDITY, ENFORCEABILITY AND OTHER ISSUES DETERMINED UNDER, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS, OR PRINCIPLES.
- c. Waiver of any default of Purchaser by Seller shall not affect Seller's rights or remedies with respect to any subsequent default by Purchaser. Failure of Seller to deliver goods specified herein during any period hereof shall not be a breach hereof as to future deliveries.

9. ARBITRATION

At Seller's option, any controversy or claim arising out of or relating to this Agreement, or the existence, validity or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules and procedures, as in effect on the date of the commencement of arbitration and proceedings. The arbitration tribunal shall consist of three members, with the claimant and respondent each appointing one arbitrator, and with the two appointed arbitrators appointing the third, neutral arbitrator. The arbitration shall be held in Cook County, Illinois. A judgement on the award may be entered in any court of competent jurisdiction. Subject to the foregoing, any matter or controversy arising out of the purchase or sale of goods hereunder may be litigated in the state or federal courts located in Chicago, Illinois, and Purchaser, and Seller each hereby submit to the jurisdiction of such Courts. Any matter or claim against Seller shall be litigated exclusively in such courts.

ACCEPTANCE OF THESE TERMS AND CONDITIONS (INCLUDING ANY MODIFICATIONS OR ADDITIONS THERETO SET FORTH ON THE FACING PAGE OF SELLER'S ACKNOWLEDGMENT FORM) SHALL OCCUR BY (1) PURCHASER'S ACCEPTANCE OF THE LISTED GOODS OR (2) IF PURCHASER RECEIVES SELLER'S ACKNOWLEDGMENT FORM PRIOR TO ACCEPTANCE OF THE LISTED GOODS. PURCHASER'S FAILURE TO OBJECT IN WRITING TO THE TERMS HEREOF BEFORE THE EARLIER OF (I) PURCHASER'S ACCEPTANCE OF THE LISTED GOODS OR (II) 5:00 P.M. EASTERN TIME ON THE THIRD BUSINESS DAY AFTER RECEIPT OF SELLER'S ACKNOWLEDGMENT FORM BY PURCHASER