

Terms and Conditions for Steel Dynamics Purchase Order

THIS ORDER IS PLACED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH MAY NOT BE VARIED EXCEPT IN WRITING BY A BUYER'S DULY AUTHORIZED REPRESENTATIVE.

1. Buyer objects to the inclusion of any different or additional terms proposed by Seller in its acceptance of this offer, and if they are included in Seller's acceptance a contract for sale will result on buyer's terms as stated herein.
2. Time of delivery is of the essence of this contract. Buyer reserves the right to refuse any goods and to cancel all or any part of this order if Seller fails to deliver any part of the goods in accordance with the terms of this order.
3. Delivery shall not be deemed to be complete until goods have been actually received and accepted by Buyer, notwithstanding any agreement to pay freight, express or other transportation charges and the risk of loss or damage in transit shall be upon Seller.
4. All goods shall be received subject to Buyer's right of inspection and rejection. Defective goods or goods not in accordance with Buyer's specifications will be held for Seller's instruction at Seller's expense. If inspection discloses that part of the goods received are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of the order. Payment for goods on this order prior to inspection shall not constitute acceptance and is without prejudice to any claims that Buyer may have against Seller.
5. The specific quantity ordered must be delivered in full and not be charged without Buyer's consent in writing. Any unauthorized quantity is subject to Buyer's rejection and return at Seller's expense.
6. Seller warrants that the goods in this order will be in exact accordance with the description in the order, or other description or specification furnished by Buyer, free from defects in material and/or workmanship, and are of merchantable quality and fit and safe for use. Such warranty shall survive delivery, and shall not be deemed waived either by reason of Buyer's acceptance of said goods or by payment for them. Acceptance of this order shall constitute an agreement upon Seller's part to indemnify Buyer from all liability, loss and damages, including reasonable attorney's fees, sustained by Buyer by reason of the failure of goods to conform to such warranties. Such indemnity shall be in addition to any other remedies afforded by law. Seller shall reimburse Buyer for all costs and expenses, including attorney's fees incurred by Buyer in enforcing its rights against Seller or resulting from Seller's breach of these terms and conditions.
7. Seller represents that the goods covered by this order have been manufactured in accordance with the requirements of the Fair Labor Standards Act and all other applicable federal, state and local laws, rules and regulations and conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the goods do not conform to requirements and standards, Buyer may return the product for correction or replacement at the Seller's expense.
8. All goods, wrappers and containers must bear markings and labels required by applicable federal, state and local laws and regulations.
9. Unless specified in writing, all sales are F.O.B. Buyer's place of business.
10. This contract shall be construed according to the laws of the Commonwealth of Virginia. This contract may not be assigned by Seller without Buyer's written consent.
11. Any controversy or claims arising out of or relating to this sale shall be submitted to arbitration in Roanoke, Virginia, in accordance with the Rules of the American Arbitration Association, and judgment upon any award thereon shall be entered in any court having jurisdiction thereof.
12. To the extent this Purchase Order relates, in whole or in part, to the acquisition of services to be provided by contractor on SDI premises, the terms and requirements of the "Contractor's Safety, Insurance and Related Requirements" are hereby incorporated by reference in this Purchase Order as if expressly set forth herein.
13. Acceptance of this Purchase Order by Contractor is expressly conditioned upon the agreement by Contractor to comply with all of the terms and requirements of this Purchase Order including, but not limited to, the terms and requirements of the "Contractor's Safety, Insurance and Related Requirements" hereby incorporated by reference.