



Long Products Group
Roanoke Bar Division

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TERMS AND CONDITIONS OF SALE

Your agreement to the terms and conditions set forth below shall be exclusively presumed from your failure to object in writing or from your acceptance of any part of the material ordered. Seller objects to the inclusion of any different or additional terms proposed by Buyer, the contract for sale between Buyer and Seller shall be on the terms as stated herein.

1. All proposals, negotiations, and representations, if any, regarding this transaction and made prior to the date of this acknowledgement are merged herein. This invoice may not be changed or terminated except by a writing signed by Seller.
2. The implied warranties of merchantability and fitness for a particular purpose are excluded as to all material covered by this invoice.
3. Buyer's exclusive and sole remedy on account of material that does not conform to this invoice, or to any express or implied warranty, shall be to secure replacement material. 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. Buyer will also indemnify and hold harmless seller from any claim by any third parties.
4. Unless specified in writing all sales are F.O.B. Seller's place of shipment. If transportation charges form Seller to a designated place are included in this invoice:
 - A. Any changes in such transportation charges shall be charged to Buyer
 - B. Seller shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point.
5. Any taxes that Seller is required to pay with respect to the sale or delivery of any of the material covered by this invoice shall be charged to Buyer.
6. Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, production interruptions, strikes, difference with workmen, delays in transportation, shortage of railcars or trucks/trailers, fuel, labor or materials, or any circumstances or cause beyond the control of Seller in the reasonable conduct of its business.
7. If, upon receipt of material by Buyer, the material shall appear not to conform to the contract between Buyer and Seller, Buyer shall immediately notify Seller of such condition and afford Seller a reasonable opportunity to inspect the material. No material shall be returned without Seller's consent.
8. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and Seller's regular mill practices concerning: dimension, weight, straightness, section, composition, chemical and mechanical properties, normal variations in surface, internal conditions and quality, and deviations from tolerances.
9. Any controversy or claims arising out of or relating to this sale shall be determined by the Circuit Court of the City of Roanoke, Virginia.
10. This invoice shall be construed according to the laws of the Commonwealth of Virginia.
11. Buyer shall reimburse Seller for all costs and expensed, including attorney's fees, incurred by Seller in collecting any amounts due under this invoice.